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TRANSUNION LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

NOEMIA CARVALHO, on behalf of herself
and other similarly situated people,

Plaintiff,

vs.

CREDIT CONSULTING SERVICES, INC.,
dba CCS, EQUIFAX CREDIT
INFORMATION SERVICES, LLC,
EXPERIAN INFORMATION SOLUTIONS,
INC., TRANS UNION LLC, and DOES 1-50,
inclusive,

Defendants.

Case No. 5:08-cv-01317-JF-HRL

[Assigned to the Honorable Jeremy Fogel]

**DECLARATION OF BRIAN C. FRONTINO
IN SUPPORT OF MOTION OF
DEFENDANT TRANSUNION LLC FOR
SUMMARY JUDGMENT**

[F.R.C.P. 56(b), (d)]

Date: September 26, 2008

Time: 9:00 a.m.

Courtroom: 3

DECLARATION OF BRIAN C. FRONTINO IN SUPPORT OF MOTION OF DEFENDANT TRANSUNION LLC FOR SUMMARY
JUDGMENT

(Case No. 5:08-cv-01317-JF-HRL)

DECLARATION OF BRIAN C. FRONTINO

I, Brian C. Frontino, hereby declare as follows:

1. I am admitted to practice before this Court and am an associate of Stroock & Stroock & Lavan LLP (“Stroock”), counsel for defendant TransUnion LLC (“TransUnion”) in this action. I submit this Declaration in support of TransUnion’s Motion for Summary Judgment or, in the Alternative, Summary Adjudication (the “Motion”). The facts set forth herein are true of my own personal knowledge, except where based upon my review of the pleadings and other papers produced in this action. If called as a witness, I could and would competently testify thereto.

2. On February 6, 2008, I attended part one of the deposition of plaintiff Noemia Carvalho (“Plaintiff”). Copies of cited excerpts from Volume One of Plaintiff’s deposition are attached hereto as Exhibit A.

3. On March 4, 2008, I took and attended part two of Plaintiff’s deposition. Copies of cited excerpts from Volume Two of Plaintiff’s deposition are attached hereto as Exhibit B.

4. A copy of Exhibit 3 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit C.

5. A copy of Exhibit 8 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit D.

6. A copy of Exhibit 10 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit E.

7. A copy of Exhibit 11 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit F.

8. A copy of Exhibit 15 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit G.

9. A copy of Exhibit 18 from the Deposition of Noemia Carvalho taken on February 6, 2008 is attached hereto as Exhibit H.

10. Copies of the October 5, 2007 subpoena issued to Bayside (the “Bayside Subpoena”), the October 15, 2007 subpoena issued to Blue Cross (the “Blue Cross Subpoena”) and

1 the June 25, 2008 subpoena issued to Highmark Blue Cross Blue Shield of Pennsylvania
 2 (“Highmark”) (the “Highmark Subpoena”) are attached hereto as Exhibits I, J and K, respectively.

3 11. Copies of documents produced by Bayside in response to the Bayside Subpoena are
 4 attached hereto as Exhibit L.

5 12. Copies of documents produced by Blue Cross in response to the Blue Cross
 6 Subpoena are attached hereto as Exhibit M.

7 13. Copies of documents produced by Highmark in response to the Highmark Subpoena
 8 are attached hereto as Exhibit N.

9 14. A copy of a letter from Sharon Lanergan of Blue Cross to my colleague Janet
 10 Hensch, dated May 15, 2008, is attached hereto as Exhibit O.

11 15. My colleague Janet Hensch prepared and sent three letters, and I prepared and sent
 12 two others, to Blue Cross in order to follow up on the Blue Cross Subpoena. Ms. Hensch also
 13 engaged in multiple phone conversations with Blue Cross, including one during which she was
 14 placed on hold for several hours. Ms. Hensch also left several voice mail messages for Blue Cross
 15 employees. Ultimately, it was Blue Cross, not Plaintiff, who directed us to contact Highmark.
 16 (See Ex. O.) After subpoenaing Highmark, I discussed the Highmark Subpoena with Highmark
 17 employee Rene Halligan, and sent Ms. Halligan two follow up letters regarding the Highmark
 18 Subpoena. My colleague Darius Zolnor also communicated with Ms. Halligan regarding the
 19 Highmark Subpoena. All told, my colleagues and I have sent seven follow-up letters and spent
 20 numerous hours on the telephone with the insurers, all in an effort to confirm Plaintiff’s allegation
 21 that she was insured for the services she received at Bayside.

22 16. A copy of the letter from Plaintiff’s counsel to me, dated May 29, 2007, is attached
 23 hereto as Exhibit P.

24 I declare under penalty of the laws of the United States of America that the foregoing is true
 25 and correct. Executed this 22nd day of August 2008, at Los Angeles, California.

26
 27 /s/ Brian C. Frontino
 28 Brian C. Frontino

EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

NOEMIA CARVALHO, on behalf of
herself and other similar
people,

Plaintiff,

vs.

No. M90093

CREDIT CONSULTING SERVICES, INC.,
dba CCS, et al.,

Defendants.

CERTIFIED
COPY

DEPOSITION OF NOEMIA CARVALHO

San Francisco, California

Wednesday, February 6, 2008

Volume 1

REPORTED BY:
LYNNE LEDANOIS
CSR No. 6811

Job No. 81620

02/06/08

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Deposition of NOEMIA CARVALHO, taken on behalf of Defendant, at 555 California Street, 25th Floor, San Francisco, California, beginning at 9:06 a.m., and ending at 4:05 p.m. on Wednesday, February 6, 2008, before LYNNE LEDANOIS, CSR 6811.

09:42:12 1 else's mistakes, for someone that denied to even look at
09:42:16 2 my letters that I went sending to them. So I said I
09:42:19 3 rather to have my name bad in credit in this country,
09:42:22 4 but I will not pay this \$100.

09:42:25 5 Q So you made the decision -- the conscious
09:42:29 6 decision not to pay the bill for \$118 based on
09:42:33 7 principle; is that correct?

09:42:34 8 A Basic principles, that's correct.

09:42:36 9 Q Yet, you knew that by not doing so, you could
09:42:41 10 damage your credit report; is that correct?

09:42:43 11 A Correct. I damage my name because of this.

09:42:52 12 Q Did you review any documents in preparation for
09:42:54 13 your deposition today?

09:42:59 14 A Not really. I just -- I just know this case so
09:43:09 15 much already that I don't know how far I can go. I've
09:43:12 16 been dealing with this since it started, since 2001.

09:43:20 17 Q I'm going to ask you a question. I'm going to
09:43:22 18 ask you whether you met with your attorney, but I don't
09:43:24 19 want you to tell me anything that the two of you may
09:43:27 20 have said.

09:43:27 21 A No, my lawyer is just direct me about what
09:43:30 22 things that I -- really, really should take place.

09:43:37 23 MR. BOCHNER: Let her ask a question. I don't
09:43:39 24 want -- our conversations are totally privileged, so you
09:43:42 25 should not talk to her about what we said to each other.

09:13:08 1 (Defendant's Exhibit 3 was marked for
09:13:08 2 identification by the Court Reporter.)

09:48:10 3 BY MS. JOHNSTON:

09:48:11 4 Q Do you recognize this document, Ms. Carvalho?

09:48:12 5 A Yes.

09:48:13 6 Q What is it?

09:48:14 7 A This is from Bayside Medical Group when I went
09:48:16 8 there to see a doctor.

09:48:18 9 Q Was this the registration form that you filled
09:48:21 10 out when you went to Bayside Medical Group on or about
09:48:26 11 October 19th, 2001?

09:48:27 12 A That's correct.

09:48:29 13 Q At the bottom it says, signature of patient.
09:48:32 14 Is that your signature?

09:48:34 15 A That's correct.

09:48:38 16 Q Did you read this document before you signed
09:48:40 17 it?

09:48:40 18 A I read.

09:48:47 19 Q Did you receive some type of service from
09:48:50 20 Bayside Medical Group on or about this day, October
09:48:52 21 19th, 2001?

09:48:54 22 A Yes, I saw doctor.

09:48:56 23 Q And were you charged \$118 for the service that
09:49:01 24 Bayside Medical Group provided you?

09:49:04 25 A I think the \$118 is -- this was not the right

09:56:48 1 Why did you not fill out any information in
09:56:50 2 that box?

09:56:52 3 A I'm not sure, but I think the secretary said --
09:56:58 4 she made a copy of my Blue Cross, so she said -- I'm not
09:57:04 5 sure, but I -- she made a copy of my Blue Cross card.
09:57:08 6 So I think that was enough for them to have, because
09:57:13 7 they did not ask me to fill out this.

09:57:15 8 Q So at the time, you provided a copy of your
09:57:17 9 Blue Cross card to Bayside to make a photocopy of; is
09:57:21 10 that correct?

09:57:22 11 A I gave the original and they made a copy, and
09:57:25 12 they have it in their records.

09:57:26 13 Q At the very bottom of this document it says,
09:57:28 14 Bayside Medical Group, Inc. will bill your insurance as
09:57:31 15 a courtesy to you. If your insurance does not pay the
09:57:35 16 claim within 90 days of the date of service, the balance
09:57:38 17 of your account will be your responsibility.

09:57:40 18 Do you see that?

09:57:41 19 A Yes.

09:57:42 20 Q Did you understand that at the time that you
09:57:43 21 read it?

09:57:44 22 A Yes.

09:57:44 23 MR. BOCHNER: Calls for a legal conclusion.

09:57:47 24 THE WITNESS: I understood.

✓ 09:57:48 25 BY MS. JOHNSTON:

09:57:48 1 Q So you understood that if your insurance did
09:57:50 2 not pay for the services that were being provided by
09:57:53 3 Bayside Medical Group, you would be responsible to pay
09:57:57 4 for them?

09:57:58 5 MR. BOCHNER: Calls for a legal conclusion.

09:58:00 6 THE WITNESS: I understood, but the only
09:58:02 7 problem is that they sent my bill to the wrong place.

09:58:08 8 BY MS. JOHNSTON:

09:58:08 9 Q And in the second paragraph it says, Assignment
09:58:10 10 and Release. I hereby authorize my insurance company to
09:58:13 11 pay benefits directly to Bayside Medical Group, and I am
09:58:18 12 financially responsible for noncovered services.

09:58:21 13 Did you read that at the time?

09:58:23 14 A Yes. But I was covered.

09:58:25 15 Q And you understood that to the extent that your
09:58:27 16 insurance company did not pay for the bill for the
09:58:29 17 services provided to you by Bayside Medical Group, that
09:58:33 18 you would be financially responsible to pay the bill; is
09:58:36 19 that correct?

09:58:37 20 MR. BOCHNER: Calls for a legal conclusion.

09:58:38 21 Go ahead and answer.

09:58:40 22 THE WITNESS: As long as they could send my
09:58:41 23 bill to Blue Cross, we did not have this problem.

09:58:45 24 BY MS. JOHNSTON:

✓ 09:58:45 25 Q I don't think you quite answered my question.

09:58:48 1 But you understood --

09:58:49 2 A Yes.

09:58:49 3 Q -- at this time that if your insurance company
09:58:51 4 did not pay, it was your responsibility to pay; correct?

09:58:54 5 MR. BOCHNER: Asked and answered, legal
09:58:56 6 conclusion.

09:58:58 7 THE WITNESS: I understood this.

09:58:59 8 BY MS. JOHNSTON:

09:59:04 9 Q Had you been to Bayside Medical Group before
09:59:07 10 October 19th?

09:59:08 11 A No. It was the first time.

09:59:11 12 Q How did you decide to go there? What made you
09:59:14 13 decide?

09:59:14 14 A I check the doctors that was belong to Blue
09:59:17 15 Cross, so I chose that one by the book. I did have no
09:59:23 16 referral or anything.

09:59:25 17 Q So you believed that Bayside Medical Group was
09:59:28 18 one of the medical providers that was identified as
09:59:31 19 being covered by Blue Cross; is that correct?

09:59:33 20 A It was, m-hm.

09:59:35 21 Q This is a slightly different question.

09:59:42 22 Do you know whether the specific services that
09:59:45 23 were provided to you on that date were covered under
09:59:47 24 your Blue Cross insurance policy?

09:59:52 25 A The service -- I had premium insurance, so I

10:13:41 1 Q So Dr.~Hart was the doctor that you saw on
10:13:43 2 October 19th?
10:13:44 3 A Yes.
10:13:45 4 Q And it was identified as an office visit, new
10:13:48 5 patient; is that correct?
10:13:52 6 A That's correct.
10:13:52 7 Q And the amount that was charged was \$118?
10:13:58 8 A M-hm. Yes.
10:14:00 9 Q And there is a notation that says, Insurance
10:14:02 10 payment of zero.
10:14:07 11 Do you see that?
10:14:13 12 A Yes.
10:14:14 13 Q And then a notation, Not eligible at time of
10:14:17 14 service. Please call your insurance.
10:14:20 15 Do you see that?
10:14:21 16 A Yes.
10:14:23 17 Q At that time -- at the time that you received
10:14:25 18 this bill, did you call your insurance to discuss it?
10:14:34 19 A Let me see.
10:14:39 20 MR. BOCHNER: That was six years ago,
10:14:41 21 approximately, so I don't want you to guess.
10:14:43 22 THE WITNESS: I don't know if I made that call,
10:14:45 23 but I know that I was dealing with Blue Cross a lot. I
10:14:48 24 don't remember that I made the call.
10:14:49 25 BY MS. JOHNSTON:

10:14:50 1 Q Do you recall ever sending this bill to Blue
10:14:51 2 Cross for them to pay?

10:14:54 3 A I did not send this to Blue Cross.

10:14:56 4 Q You did not?

10:14:58 5 A I don't remember, no. I sent it back to the
10:15:07 6 office. I sent this back to Bayside. And I think I
10:15:08 7 wrote a little note or something, I don't know, for them
10:15:11 8 to send the bill to Blue Cross.

10:15:14 9 Q I just want to make sure I understand what your
10:15:16 10 testimony is, just to make it clear.

10:15:18 11 So do you know one way or another whether you
10:15:23 12 sent a copy of this bill to Blue Cross?

10:15:25 13 A I don't think I sent.

10:15:27 14 Q You don't think you did?

10:15:28 15 A No.

10:15:28 16 Q But you believe that you sent this back to
10:15:33 17 Bayside Medical Group?

10:15:34 18 A Yes.

10:15:35 19 Q And down on the bottom there's some
10:15:37 20 handwriting.

10:15:38 21 A Yes.

10:15:38 22 Q Is that yours?

10:15:39 23 A Yes.

10:15:40 24 Q And it says, Sent back on 2/13/02?

✓ 10:15:43 25 A Yes. Correct.

10:15:44 1 Q Is that your notation indicating that you sent
10:15:47 2 this back to Bayside on or about that time?
10:15:49 3 A Yes.
10:15:51 4 MS. JOHNSTON: We've been going for a little
10:15:53 5 bit over than hour. Let's take a short break.
10:15:56 6 VIDEOGRAPHER: Going off the record. The time
10:15:57 7 is 10:15.
8 (Recess Taken.)
10:26:20 9 VIDEOGRAPHER: Back on the record. The time is
10:26:24 10 10:25. Please continue.
10:26:36 11 MS. JOHNSTON: I would like to mark the next
10:26:38 12 exhibit, please.
09:13:08 13 (Defendant's Exhibit 9 was marked for
09:13:08 14 identification by the Court Reporter.)
10:27:36 15 BY MS. JOHNSTON:
10:27:36 16 Q Do you recognize this document, Ms. Carvalho?
10:27:48 17 A I think this document was when I contact
10:27:50 18 Jocel -- I have her name somewhere -- and she sent those
10:28:02 19 documents to me.
10:28:03 20 Q And the person that you're referring to, is she
10:28:05 21 at Blue Cross?
10:28:07 22 A Yes. I think she is -- somewhere you have her
10:28:11 23 name there.
10:28:12 24 Q Do you know when you contacted -- first
10:28:14 25 contacted Blue Cross in connection with your Bayside

10:32:49 1 Bayside Medical Group document, why did you not send
10:32:54 2 this to Blue Cross?

10:32:58 3 A This is the way -- I think I faxed all these
10:33:01 4 papers to her, and I was faxing these papers to Bayside.
10:33:11 5 I faxed a lot, as much as I could, to everyone.

10:33:11 6 Q I just want to make sure that we have a clear
10:33:14 7 record, because I thought that you had testified
10:33:17 8 previously when we were talking about this exhibit that
10:33:19 9 you did not recall sending it to anyone other than back
10:33:22 10 to Bayside Medical Group. So --

10:33:25 11 A Here's a fax number on top. You see? 29 -- to
10:33:32 12 this fax. September 9, 2004, from Waste Management to
10:33:37 13 this number there, 974. It has a number that I faxed
10:33:46 14 this. So I know that I faxed this paper to someone.

10:33:49 15 Q You just don't recall who?

10:33:51 16 A I don't recall now.

10:34:02 17 Q Do you know whether the fax that you were just
10:34:04 18 referring to could have been to Mr. Bochner?

10:34:07 19 A I don't remember. I know that I faxed a lot of
10:34:10 20 paper -- this paper to all over the United States.

10:35:10 21 (Defendant's Exhibit 10 was marked for
10:35:10 22 identification by the Court Reporter.)

23 BY MS. JOHNSTON:

10:35:11 24 Q Do you recognize this document?

10:35:12 25 A Yes.

10:35:13 1 Q What is it?

10:35:13 2 A It's a final notice for me to pay this bill or
10:35:16 3 they're going to send me to collection.

10:35:19 4 Q It has a date at the top of March 6th, 2003; is
10:35:22 5 that correct?

10:35:23 6 A Yes.

10:35:23 7 Q And it says that since we have not received
10:35:26 8 payment in full for your account, this is our final
10:35:30 9 notice regarding your past-due balance.

10:35:32 10 A M-hm.

10:35:34 11 Q It's true that as of March 6th, 2003, you had
10:35:37 12 not paid the \$118 charge that you incurred at Bayside
10:35:43 13 Medical Group; correct?

10:35:45 14 A That's correct.

10:35:46 15 Q In the second paragraph it says, If payment in
10:35:48 16 full is not received in our office within the next seven
10:35:50 17 days, we have no choice but to turn your account over to
10:35:54 18 a collection agency. If this action is taken, medical
10:35:59 19 services may not be available through our offices. Such
10:36:03 20 action may also affect your credit rating. Is that
10:36:07 21 correct?

10:36:07 22 A That is correct.

10:36:08 23 Q Did you pay this bill within the seven-day
10:36:10 24 notice period requested in this letter?

10:36:13 25 A I did not pay.

10:36:16 1 Q And you knew that by not doing so, it could
10:36:19 2 affect your credit rating; is that correct?

10:36:21 3 A That's correct.

10:36:22 4 Q Why did you not pay the bill at this time,
10:36:23 5 then, ma'am?

10:36:25 6 A Because I was disputing that I should not pay
10:36:28 7 this bill because I was covered by Blue Cross. I was in
10:36:31 8 the same, same situation as the beginning. I was
10:36:36 9 assured.

10:36:37 10 MR. BOCHNER: And it's asked and answered
10:36:38 11 already, too, so...

09:13:08 12 (Defendant's Exhibit 11 was marked for
09:13:08 13 identification by the Court Reporter.)

10:37:31 14 BY MS. JOHNSTON:

10:37:31 15 Q Ms. Carvalho, do you recognize this document?

10:37:33 16 A Yes.

10:37:34 17 Q What is it?

10:37:34 18 A It's from the Credit Consulting Services, from
10:37:37 19 the collector, debt collector.

10:37:44 20 Q And in the upper right-hand corner there is a
10:37:44 21 re line that says, Bayside Medical Group, Inc.

10:37:46 22 Do you see that, ma'am?

10:37:47 23 A Yes.

10:37:47 24 Q With an account number and an amount due of
✓ 10:37:50 25 \$118.

10:37:51 1 Do you see that?

10:37:52 2 A Yes.

10:37:53 3 Q Does this refer to the treatment that you
10:37:57 4 received at Bayside Medical Group in -- on October 19,
10:38:02 5 2001 that we've been talking about?

10:38:04 6 A That's correct.

10:38:06 7 Q And this is from Credit Consulting Services,
10:38:07 8 Inc.?

10:38:11 9 A Yes.

10:38:12 10 Q You received this -- or it was -- it's dated
10:38:15 11 August 28, 2003; is that correct?

10:38:17 12 A 3 or 2?

10:38:19 13 MR. BOCHNER: I can't read it either.

10:38:21 14 THE WITNESS: It's 2002? I don't know. I
10:38:24 15 think it's 3.

10:38:28 16 BY MS. JOHNSTON:

10:38:29 17 Q It's a little bit hard to read. Unfortunately,
10:38:31 18 this is the cleanest copy that we have of this.

10:38:34 19 A I think it's 3.

10:38:36 20 Q And it has -- it says, Collection Notice,
10:38:38 21 Important. The above past-due account has been placed
10:38:42 22 with us for collection. And that past-due account is
10:38:47 23 referenced to the Bayside Medical Group account;
10:38:49 24 correct?

10:38:50 25 A Right.

10:38:50 1 Q It says, It is the policy of this agency to
10:38:53 2 report all eligible accounts to Experian, Equifax and
10:38:59 3 TransUnion Credit Reporting Services.

10:39:01 4 Do you see that, ma'am?

10:39:02 5 A Yes.

10:39:05 6 Q After you received this letter from Credit
10:39:07 7 Consulting Services, did you submit payment of the bill
10:39:12 8 from Bayside Medical Group?

10:39:13 9 A No. I never paid this bill. This is the only
10:39:16 10 bill that I never paid in this country.

10:39:20 11 MR. BOCHNER: Asked and answered. She's never
10:39:22 12 paid this bill.

10:39:23 13 BY MS. JOHNSTON:

10:39:23 14 Q And you knew that by failing to do so, that
10:39:29 15 Credit Consulting Services was going to report that fact
10:39:33 16 to Experian, Equifax and TransUnion Credit Reporting
10:39:37 17 Services; correct?

10:39:39 18 MR. BOCHNER: That misstates the document. The
10:39:40 19 document says it is the policy of the agency. That does
10:39:43 20 not mean they will actually do it.

10:39:44 21 Go ahead and answer it if you can.

10:39:48 22 THE WITNESS: Yes.

10:39:48 23 BY MS. JOHNSTON:

10:39:48 24 Q At the very least, you knew that it was a
10:39:50 25 possibility that this could be reported -- your failure

10:42:19 1

A Yes.

10:42:19 2

Q Can you tell me what it is, please?

10:42:21 3

10:42:27 4

A This was a letter that I sent to Blue Cross and I attached -- I think I attached this letter here.

10:42:35 5

10:42:37 6

Q When you say "this letter here," you're referring to Exhibit 11?

10:42:38 7

10:42:48 8

10:42:53 9

10:42:57 10

10:43:00 11

10:43:07 12

A This -- m-hm. And I contacted the Bayside Medical Group office. I spoke with Shannon. Shannon, she spoke with me saying that she received a deny letter from Blue Cross, and I request a copy of the letter that she received. She was not willing to send a copy to me. So I sent this letter to Blue Cross in Los Angeles.

10:43:12 13

Q And did you draft this letter yourself?

10:43:16 14

A I draft this letter with one of my coworkers.

10:43:20 15

10:43:22 16

Q And is this a coworker that we were discussing before, Ginger someone?

10:43:24 17

10:43:29 18

10:43:32 19

10:43:35 20

10:43:37 21

A No, it was another one. She's not work with Waste Management. It was another coworker that we were working together in collection. I brought all the documents, I put everything together, and we draft a letter.

10:43:46 22

10:43:48 23

10:43:52 24

10:43:53 25

Q Now, you referenced here this conversation that you had with Shannon at Bayside Medical Group.

Can you tell me everything you recall about that conversation?

10:44:10 1 A I spoke the basic disputing, saying that I
10:44:15 2 received the letter from the Credit Consulting Services
10:44:20 3 and that I know that I was insured by Blue Cross. And
10:44:26 4 that she said that she received a letter from Blue Cross
10:44:28 5 denying my -- denying my bill. So I request the denial
10:44:37 6 letter from her. She said she could not send to me.

10:44:40 7 So I sent this letter to Blue Cross and saying
10:44:46 8 to Blue Cross to request Bayside to see if they could
10:44:50 9 send the denial letter to them.

10:44:52 10 So I don't know if Blue Cross called the office
10:44:54 11 and requested denied letter. I really don't know. But
10:44:58 12 I sent this to Blue Cross and to all the other credit --
10:45:03 13 Better Business Bureau.

10:45:05 14 Q When did you have this conversation with
10:45:06 15 Shannon that you were discussing?

10:45:08 16 A Let me see if I wrote the date here.
10:45:21 17 August 22nd -- in August -- on the same date
10:45:24 18 that I think I wrote this letter, August 22nd, 2003. I
10:45:29 19 think I was talking with her and decided to write the
10:45:33 20 letter, with Shannon, on August 22nd, I think. After I
10:45:39 21 speak with Shannon from Bayside Group on August 22nd of
10:45:41 22 2003. The same day that I wrote this letter was the
10:45:44 23 date that I spoke with her.

10:45:45 24 Q And it says, We discovered the bill was being
10:45:47 25 sent to the wrong address.

10:45:49 1 What do you recall about that?

10:45:56 2 A She -- we discovered that the bill was sent to
10:46:00 3 Blue Shield instead. So I said that I was not insured
10:46:04 4 by Blue Shield, so you sent a bill to the wrong
10:46:06 5 location.

10:46:07 6 And then she said to me over the phone that
10:46:09 7 Blue Cross denied my claim also. So I said, but I'm
10:46:13 8 insured by Blue Cross. How Blue Cross can deny me?

10:46:17 9 Q So when it has this reference to the wrong
10:46:20 10 address, it was actually sent to the wrong insurer?

10:46:25 11 A Right.

10:46:25 12 Q So it was not that it was sent to Blue Cross at
10:46:28 13 an incorrect address; it was sent to Blue Shield?

10:46:32 14 A Blue Shield, yes.

10:46:36 15 Q Did Shannon tell you specifically about the
10:46:40 16 denial of claim letter that Bayside Medical had received
10:46:43 17 from Blue Cross?

10:46:44 18 A No. She just said, oh, I received a denied
10:46:48 19 letter from Blue Cross also.

10:46:50 20 And then I said to her, Can you fax the letter
10:46:52 21 that you received to me? And she said, I cannot send
10:46:55 22 any paper from Blue Cross to you. I said -- I think I
10:46:58 23 remember that. I said, Can you read the letter to me?
10:47:00 24 And she said, I cannot read the letter also. I said,
10:47:03 25 How do I know that Blue Cross sent a denial letter to

11:31:53 1 there was contact between you and Blue Cross between the
11:31:56 2 date of August 22, 2003 and September 5th, 2003. If you
11:32:04 3 can't remember that two-week period, then you have to
11:32:08 4 say you don't remember.

11:32:11 5 THE WITNESS: I really don't remember, but I
11:32:13 6 know that I spoke with this person.

11:32:15 7 BY MS. JOHNSTON:

11:32:16 8 Q On the phone at some point?

11:32:17 9 A Yes.

11:32:20 10 Q And I believe you testified that in response to
11:32:25 11 receiving Exhibit 14, you sent a copy of the card with
11:32:30 12 your birthdate and full name; correct?

11:32:34 13 A Yes.

09:13:08 14 (Defendant's Exhibit 15 was marked for
09:13:08 15 identification by the Court Reporter.)

11:34:09 16 BY MS. JOHNSTON:

11:34:10 17 Q Do you recognize this document, Ms. Carvalho?

11:34:12 18 A Yes.

11:34:12 19 Q Can you tell me what it is?

11:34:14 20 A It was a final remind for me to pay this bill
11:34:17 21 from CCS.

11:34:19 22 Q And at the top on the upper left-hand corner,
11:34:21 23 it's dated September 15, 2003.

11:34:25 24 A Yes.

√ 11:34:26 25 Q Do you recall receiving a copy of this letter

11:34:29 1 on or about that time?

11:34:30 2 A Yes.

11:34:33 3 Q And going down towards the -- further down on
11:34:37 4 left-hand side, it refers to the creditor as Bayside
11:34:40 5 Medical Group.

11:34:42 6 Do you see that?

11:34:42 7 A Yes.

11:34:45 8 Q And going down to about the middle of the page,
11:34:48 9 it says, Protect your credit. This is just a reminder
11:34:51 10 if payment in full reaches this office by 10, something,
11:34:56 11 2003, then this collection account will not be reported
11:35:02 12 on your Experian, Equifax and TransUnion credit records.
11:35:05 13 Protect your payment -- excuse me -- protect your
11:35:08 14 credit. Send payment in full.

11:35:15 15 Did you pay the Bayside Medical bill after
11:35:18 16 receiving this letter on or around September 15th, 2003?

11:35:21 17 MR. BOCHNER: The question has been asked and
11:35:23 18 answered several times already. She said she has not
11:35:26 19 paid this bill.

11:35:27 20 THE WITNESS: I did not pay.

11:35:31 21 BY MS. JOHNSTON:

11:35:31 22 Q And you did not pay knowing that your -- that
11:35:34 23 CCS would report the fact your failure to pay to
11:35:39 24 Experian, Equifax and TransUnion credit records?

11:35:45 25 MR. BOCHNER: Misstates the document.

11:39:52 1 later.

11:39:54 2 MR. BOCHNER: Okay. Are we passing on 16 as
11:39:54 3 well?

11:40:25 4 MS. JOHNSTON: Yes.

11:40:24 5 This is going to 18.

09:13:08 6 (Defendant's Exhibit 18 was marked for
09:13:08 7 identification by the Court Reporter.)

11:41:12 8 BY MS. JOHNSTON:

11:41:13 9 Q Do you recognize this document, Ms. Carvalho?

11:41:15 10 A Yes.

11:41:16 11 Q Can you tell me what it is?

11:41:17 12 A This is from the CCS, a letter letting me know
11:41:24 13 that -- it's a warning letter.

11:41:28 14 Q And at the top, the upper left-hand corner, it
11:41:32 15 has a date of October 31, 2003.

11:41:35 16 Do you recall receiving this document on or
11:41:36 17 around that time?

11:41:38 18 A That's correct.

11:41:39 19 Q And it has a heading, Warning: You have failed
11:41:43 20 to send us your payment. You have ignored our previous
11:41:46 21 demands. Unless you respond to this notice immediately,
11:41:49 22 expect the results of your own neglect.

11:41:51 23 Do you see that?

11:41:52 24 A Yes.

11:41:56 25 Q At this time, as of October 31, 2003, you had

01:26:35 1 BY MS. JOHNSTON:

01:26:36 2 Q Ms. Carvalho, going back to Exhibit 19 in this
01:26:39 3 reference to the collection account, it does accurately
01:26:43 4 reflect the amount of \$118 that was due to Bayside
01:26:47 5 Medical; correct?

01:26:48 6 A Yes, correct.

01:26:49 7 Q Can you point to anything in that particular
01:26:51 8 entry that you believe is not correct or is inaccurate?

01:26:57 9 A All the data that shows in my credit report is
01:26:59 10 correct, but it's not right. It's correct but not right
01:27:06 11 to showing on my credit.

01:27:08 12 Q And that's because you believe that the bill
01:27:10 13 should have been paid by Blue Cross; correct?

01:27:12 14 A That's correct.

01:27:13 15 (Defendant's Exhibit 23 was marked for
01:27:13 16 identification by the Court Reporter.)

01:28:24 17 MR. BOCHNER: Did you want her to review this
01:28:26 18 document she placed in front of her?

01:28:28 19 MS. JOHNSTON: I'm going to ask her questions
01:28:31 20 about it. If she would like to review it beforehand,
01:28:34 21 that's her right.

01:28:36 22 MR. BOCHNER: Object. I don't think she can
01:28:36 23 read the entire -- I'll object that it's --

01:28:37 24 THE WITNESS: I received.

01:28:38 25 BY MS. JOHNSTON:

01:28:38 1 Q Ms. Carvalho, do you recognize this document?

01:28:40 2 A Yes.

01:28:40 3 Q And can you tell me what it is, please?

01:28:44 4 A It's a copy of my credit report from Experian.

01:28:48 5 Q And did you receive it on or around October 13,
01:28:52 6 2004?

01:28:53 7 A That's correct.

01:28:54 8 Q Did you review it when you received it?

01:28:59 9 A I went through, but not in deep detail. But I
01:29:05 10 checked everything that was showing, and I saw that \$118
01:29:13 11 is still showing on my credit.

01:29:17 12 Q If I could ask you to take a look at page 4 of
01:29:19 13 the report, and it has the Credit Consulting Services
01:29:25 14 entry.

01:29:28 15 Is there anything that you believe in this
01:29:30 16 entry which is inaccurate or not correct?

01:29:36 17 MR. BOCHNER: Vague and ambiguous as to
01:29:36 18 "accurate" or "incorrect."

01:29:41 19 THE WITNESS: This is what's showing on all
01:29:44 20 credit reports. No matter how many times I'm going to
01:29:46 21 download from the Internet or asking for me to send,
01:29:49 22 this is the information that I get.

01:29:52 23 BY MS. JOHNSTON:

01:29:52 24 Q I appreciate that.

01:29:53 25 A It's correct. This is what I see.

01:58:24 1 your behalf?

01:58:25 2 A I authorized my attorney to do whatever he
01:58:27 3 thinks that was necessary to be done for this case.
01:58:30 4 This I did. I authorized him to do whatever he was
01:58:33 5 thinking that was fair and honest to do for this case.
01:58:38 6 I signed -- I let him do all the paperwork and whatever
01:58:41 7 he was thinking that was good for this case to be
01:58:44 8 resolved.

01:58:46 9 Q And I'm just trying to confirm that what was
01:58:51 10 asked was done by my client.

01:58:53 11 MR. BOCHNER: I'm objecting that the documents
01:58:56 12 speak for themselves.

01:58:58 13 BY MS. JOHNSTON:

01:58:58 14 Q In connection with the entry for Credit
01:59:00 15 Consulting Services that appears on page 4, is there
01:59:04 16 anything that appears to be inaccurate about that entry?

01:59:08 17 MR. BOCHNER: Vague and ambiguous as to
01:59:08 18 "inaccurate."

01:59:25 19 THE WITNESS: Do you ask me if the credit
01:59:27 20 report that Experian sent to me shows anything that is
01:59:30 21 wrong or right?

01:59:32 22 BY MS. JOHNSTON:

01:59:32 23 Q I'm just referring to the entry for Credit
01:59:33 24 Consulting Services on page 4. I just want to know
01:59:37 25 whether you believe that there's anything in that entry

01:59:39 1 that is not accurate.

01:59:42 2 MR. BOCHNER: I'll object again. Vague and
01:59:43 3 ambiguous as to "accurate."

01:59:55 4 THE WITNESS: I really don't know why you're
01:59:57 5 asking this question to me. I don't know. Because, for
01:59:59 6 me, this is clear that this is the credit report that I
02:00:04 7 have. I don't have nothing else that I can modify that.
02:00:09 8 So you are asking me is something wrong in this credit
02:00:15 9 report?

02:00:15 10 BY MS. JOHNSTON:

02:00:15 11 Q Yes.

02:00:16 12 MR. BOCHNER: In the whole credit report or
02:00:18 13 just this entry?

02:00:19 14 BY MS. JOHNSTON:

02:00:19 15 Q In this particular entry.

02:00:21 16 A I don't think there's anything wrong in this
02:00:25 17 entry.

02:00:26 18 Q Thank you.

02:00:26 19 A I don't think there's nothing wrong. Not for
02:00:29 20 me. What am I going to do? For me, it's the way it is.
02:00:39 21 They already damaged my name for seven years. I don't
02:00:43 22 have nothing to lose anymore.

02:00:46 23 Q Ms. Carvalho, if I could have you turn to page
02:00:48 24 15 of Exhibit Number 27, and it's in the section
02:00:57 25 entitled, Request For Your Credit History and Requests

02:10:37 1 be produced.

02:10:38 2 THE WITNESS: Yes, I will check if I transfer
02:10:42 3 to my e-mail.

02:10:43 4 BY MS. JOHNSTON:

02:10:49 5 Q Thank you. When you were collecting documents
02:10:53 6 to provide to your attorney, did you go through any
02:10:56 7 electronic files, e-mails or other documents that you
02:11:03 8 might have on your computer, whether they were at work
02:11:03 9 or at home?

02:11:05 10 A No.

02:11:22 11 Q I know you were talking about the fact that you
02:11:24 12 asked Ying to write a letter.

02:11:28 13 My original question was a little bit
02:11:30 14 different, and that is: Did you ever ask her at any
02:11:33 15 time to provide you with copies of her files, so, for
02:11:37 16 instance, any of the mortgage applications that were
02:11:40 17 submitted on your behalf or any other documents that she
02:11:43 18 might have that relate to you?

02:11:44 19 A No, I never asked her any information. I was
02:11:50 20 just trusting what she was saying to me.

02:11:53 21 Q If I could have you take a look at Exhibit
02:11:55 22 Number 28, I would like to ask you a few questions about
02:11:57 23 that.

02:12:24 24 A Okay.

02:12:25 25 Q Ms. Carvalho, before today, have you seen this

letter?

A No.

Q Down at the bottom there is a signature. Is that your signature?

A No. I authorized my lawyer to do that.

Q If I could direct your attention to the first paragraph -- actually, let me start even above that.

It's a letter that appears to have been sent on or about June 3rd, 2005 to Equifax, Experian and TransUnion, and it refers to accounts disputed, Credit Consulting Services account number 1384329.

Is that the Bayside Medical Group bill?

A No. This is the CCS account.

Q And the CCS account refers to the unpaid Bayside Medical Group bill; correct?

A Yes.

Q In the first paragraph it says, I have learned that the above-referenced bill may have been paid if Credit Consulting Services' assigner, Bayside Medical Group, had timely and properly submitted my bill to Blue Shield.

Do you have any knowledge one way or another about what is meant by that sentence?

A I mean, what is written here?

Q Yes.

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth; that
5 any witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand
8 which was thereafter transcribed under my direction;
9 that the foregoing transcript is a true record of the
10 testimony given.

11 Further, that if the foregoing pertains to
12 the original transcript of a deposition in a Federal
13 Case, before completion of the proceedings, review of
14 the transcript [] was [] was not requested.

15 I further certify I am neither financially
16 interested in the action nor a relative or employee
17 of any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20
21 Dated: FEB 13 2008

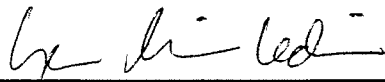
22
23 
24 LYNNE MARIE LEDANOIS
25 CSR No. 6811

EXHIBIT B

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

NOEMIA CARVALHO, on behalf of
herself and other similar
people,

Plaintiff,

vs.

No. M90093

CREDIT CONSULTING SERVICES, INC.,
dba CCS, et al.,

Defendants.

CERTIFIED
COPY

DEPOSITION OF NOEMIA CARVALHO

San Francisco, California

Tuesday, March 4, 2008

Volume 2

REPORTED BY:
LYNNE LEDANOIS
CSR No. 6811

Job No. 83261

NOEMIA CARVALHO
VOLUME 2

03/04/08

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF MONTEREY
3

4 NOEMIA CARVALHO, on behalf of
5 herself and other similar
6 people,

7 Plaintiff,

8 vs.

No. M90093

9 CREDIT CONSULTING SERVICES, INC.,
10 dba CCS, et al.,
11

12 Defendants.
13

14 Deposition of NOEMIA CARVALHO, taken on behalf of
15 Defendant, at 555 California Street, 25th Floor, San
16 Francisco, California, beginning at 10:01 a.m. and
17 ending at 4:20 p.m. on Tuesday, March 4, 2008, before
18 LYNNE LEDANOIS, CSR 6811.
19
20
21
22
23
24
25

NOEMIA CARVALHO
VOLUME 2

03/04/08

1 mortgage, and I said, yes, you can give copies to them.

2 It's not a problem.

3 Q What is your understanding of the role of a
4 credit reporting agency like my client, TransUnion? Do
5 you understand what their role is in society?

6 A No.

7 MR. BOCHNER: Object, asks for a legal
8 conclusion, calls for speculation.

9 THE WITNESS: No, I don't have no
10 understanding.

11 BY MR. FRONTINO:

12 Q You don't know what they do?

13 A I know what they do, but I don't know how they
14 work. I don't know the procedures that they follow.

15 Q I understand that. But do you know what their
16 role is in society at large, just what do they do?

17 MR. BOCHNER: Calls for speculation.

18 THE WITNESS: Well, they have records of
19 everyone that shows if they are paying or not paying and
20 giving records of people if they are requested for to
21 review financial situations of individuals, I think.

22 BY MR. FRONTINO:

23 Q Okay. And so your credit report with
24 TransUnion indicated that you had a collection account;
25 isn't that right?

NOEMIA CARVALHO
VOLUME 2

03/04/08

1 Q You didn't like the doctor?

2 A At all. He saw me for five minutes.

3 Q What were you seeing him for?

4 MR. BOCHNER: I think that's invasive of her
5 privacy, but I'll let you go ahead and do it. I just
6 don't want to get too far in depth on this because I
7 don't think it's relevant.

8 But go ahead.

9 THE WITNESS: I went there because I was having
10 problems in my knee and I was having lot of pain in my
11 knee. And he could not resolve my problem.

12 BY MR. FRONTINO:

13 Q What did he tell you was wrong? Nothing?

14 A He checked and he gave me painkiller.

15 Q He gave you a painkiller?

16 A Yes, and sent me home.

17 Q Did he give you a prescription?

18 A It was a -- the painkiller that everybody
19 takes. I forget the name.

20 Q My question was, did he write out a
21 prescription and say, here, go fill this?

22 A Yes. M-hm.

23 Q And this was Dr. Hart; is that right?

24 A I think so.

25 Q Did you get the prescription filled?

NOEMIA CARVALHO
VOLUME 2

03/04/08

1 A Yes.

2 (Defendant's Exhibit 68 was marked for
3 identification by the Court Reporter.)

4 BY MR. FRONTINO:

5 Q We will mark as Exhibit 68 a letter dated March
6 28th, 2006 from TransUnion to -- addressed to you.

7 Do you remember receiving this letter?

8 A Yes.

9 Q Did you read it when you received it?

10 A I read.

11 (Defendant's Exhibit 69 was marked for
12 identification by the Court Reporter.)

13 BY MR. FRONTINO:

14 Q I'm marking as Exhibit 69 another March 28,
15 2006 letter from TransUnion addressed to you.

16 Did you receive this letter from TransUnion?

17 A Yes.

18 Q Did you read it when you received it?

19 A Yes.

20 Q Did you use the information contained in this
21 letter to contact any of these creditors?

22 A No.

23 Q As to all of these interactions that you or
24 your attorney had with TransUnion -- this is a question
25 that the other two attorneys have asked you, but I need

NOEMIA CARVALHO
VOLUME 2

03/04/08

1 to ask you for TransUnion -- do you believe that
2 TransUnion was purposefully trying to hurt you?

3 A No.

4 MR. BOCHNER: Asks for a legal conclusion, and
5 I will incorporate the objections I made earlier to the
6 same series of questions.

7 BY MR. FRONTINO:

8 Q Go ahead.

9 A No.

10 Q Other than the issues we have discussed with
11 Wise Investments and the trouble you thought you were
12 having getting a good interest rate on your mortgage,
13 did you receive any other denials of credit after the
14 CCS entry appeared on your TransUnion credit report?

15 A No.

16 Q Do you believe you obtained credit at a higher
17 interest rate on anything else because of the CCS
18 collection account?

19 MR. BOCHNER: Calls for speculation.

20 THE WITNESS: If I have to buy something like a
21 car or something, I believe that the interest rates are
22 going to be higher.

23 BY MR. FRONTINO:

24 Q Has that happened?

25 A No, because I was not looking to buy a car.

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth; that
5 any witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand
8 which was thereafter transcribed under my direction;
9 that the foregoing transcript is a true record of the
10 testimony given.

11 Further, that if the foregoing pertains to
12 the original transcript of a deposition in a Federal
13 Case, before completion of the proceedings, review of
14 the transcript [] was [] was not requested.

15 I further certify I am neither financially
16 interested in the action nor a relative or employee
17 of any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20
21 Dated: MAR 21 2008

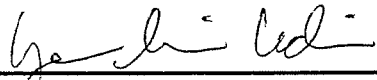
22
23 
24 LYNNE MARIE LEDANOIS
25 CSR No. 6811

EXHIBIT C

Sep-24-04 01:08P Bayside Medical Group

9255872509

P.02
P.2**Bayside Medical Group, Inc.****Teen and Family Practice Registration****Patient information**Referred by: ☐ Dr. ☐ Friend/Family
☒ Insurance Directory ☐ Yellow Pages ☐ Location/Signs ☐ Other

First Name NOEMIA	Last Name CARVALHO		
Emergency Contact WANIA AMBROZIO		Cellular Phone ()	Pager ()
DOB 59	SSN 1135	Sex <input checked="" type="radio"/> F <input type="radio"/> M	
Employer WASTE MGMT	Address	E-mail address	
Work Phone	City	Occupation Cust. Serv. Rep.	

Guarantor information (if different than patient)

Guarantor's Name	Address			City	State	Zip
Guarantor's Phone ()	Guarantor's DOB		Guarantor SSN			
Guarantor's employer	Address		City	State	Zip	
Work Phone ()	Guarantor's occupation		Relationship to patient			

Insurance information

Effective date of coverage		Expiration date	
Insurance company	Address		
Phone ()	Group number	Policy/ID number	
Office visit copay	Deductible	PCP	IPA (Medical Group)
Insured's relationship to patient			
Insured's name	Address		
	City	State	Zip

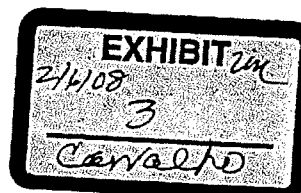
(Please ask for an Additional Insurance Information Form if you have more than one active insurance plan.)

Bayside Medical Group, Inc., will bill your insurance as a courtesy to you. If your insurance does not pay the claim within 90 days of the date of service, the balance of your account will be your responsibility. We will bill secondary insurances for co-insurance balances once. If a secondary insurance does not pay the claim within 30 days, the balance of your account will be your responsibility. All copayments, deductibles, and share of costs are due in full at the time of service. A billing fee will be assessed if copayments, deductibles and share of costs are not paid at time of service. A fee of \$20 will be made to your account for all checks returned from the bank.

Assignment and Release: I hereby authorize my insurance company to pay benefits directly to Bayside Medical Group, Inc., and I am financially responsible for non-covered services. I authorize Bayside Medical Group, Inc., to release any information to my insurance company required to process this claim.

Signature of patient Noemia Alves CarvalhoDate 10-19-01

REDACTED



2

EXHIBIT D

2065

115



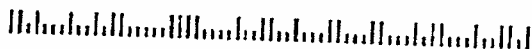
BAYSIDE MEDICAL GROUP, INC.

Bayside Pediatrics, A Medical Corporation
Bayside Family Practice Medical Associates, Inc.
Bayside Travel Medical Group, Inc.

PATIENT NAME		BALANCE DUE	
NOEMIA CARVALHO			
BILL DATE	ACCOUNT NO	AMOUNT PAID	
01/15/02	0076		

RESPONSIBLE PARTY NAME / ADDRESS

NOEMIA CARVALHO



THIS IS A STATEMENT OF SERVICES RENDERED BY CLINICIANS WHO ARE MEMBERS OF:

BAYSIDE MEDICAL GROUP INC
942854917bmg
5720 STONERIDGE MALL #240
PLEASANTON CA 94588

DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED. RETAIN BOTTOM PORTION FOR YOUR RECORDS.

FOR CREDIT CARD PAYMENTS, PLEASE SEE REVERSE SIDE.
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



DATE OF SERVICE

10/19/01
12/26/01

CLINICIAN NAME / DESCRIPTION OF SERVICE

S HART

OFFICE VISIT, NEW PT
INSURANCE PAYMENT
NOT ELIGIBLE AT TIME OF SRVC
PLEASE CALL YOUR INSURANCE
< AMOUNT DUE >

INSURANCE ACTIVITY

118.00
.00

118.00

PATIENT RESPONSIBILITY

Sent back on 2-13-02

DATE
01/15/02

PATIENT NAME

NOEMIA CARVALHO

ACCOUNT NO

0076

PAY THIS
AMOUNT

118.00

PAYMENTS RECEIVED ON OR AFTER THIS DATE
WILL APPEAR ON YOUR NEXT STATEMENT

FOR BILLING INQUIRIES PLEASE CALL: (925) 587-2500

MAKE CHECKS PAYABLE TO:
BAYSIDE MEDICAL GROUP, INC.

IMPORTANT MESSAGE REGARDING YOUR ACCOUNT

PAYMENT IS DUE 14 DAYS FROM THE STATEMENT DATE.

OUR BUSINESS OFFICE HAS A NEW PHONE # (925) 587-2500!!!

EXHIBIT

2/6/08
8
Carvalho

Exp/Car 00008

REDACTED

EXHIBIT E

SEP-09-2004 16:04 FROM:WASTE MANAGEMENT 5106138756
03237437203

TO:97403699

P.19/21

BAYSIDE MEDICAL GROUP, INC.
5720 Stoneridge Mall Road, Suite 240
Pleasanton, CA 94588
Telephone (925)587-2500. Facsimile (925)587-2509.

03/06/03

NOEMIA CARVALHO

RE: NOEMIA CARVALHO (00076)
Balance: \$118.00

Since we have not received payment in full for your account, this is our FINAL notice regarding your past due balance. We have extended your medical credit beyond our grace period.

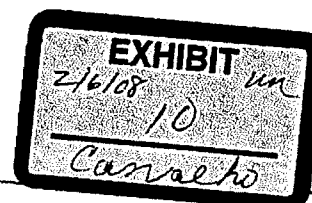
If payment in full is not received in our office within the next seven (7) days, we have no choice but to turn your account over to a collection agency. If this action is taken, medical services may not be available through our offices. Such action may also effect your credit rating.

A return envelope is enclosed for your payment. Payment in full received within seven days will prevent your account from being forwarded to collections and will prevent your dismissal from the practice.

CAROLINE, EXT. 22

CREDIT CARD PAYMENT:

[] Visa [] MasterCard Amount paid \$ _____
Account number _____ Exp Date _____
Name on card (please print) _____
Authorized signature _____ Date _____



REDACTED

20

EXHIBIT F

CREDIT CONSULTING SERVICES, INC.

P.O. Box 5879 • 201 John Street, Suite E • Salinas, CA 93915
831-424-0606 • 831-375-9836 • Outside 831: 1-800-679-6888

19x-891-753-2642. claudia.

Noemia Carvalho

RE: BAYSIDE MEDICAL GROUP, INC.

ACCOUNT NO : 4329
AMOUNT : \$118.00
INTEREST : \$21.27
BALANCE DUE : \$139.27

COLLECTION NOTICE - IMPORTANT

The above past due account has been placed with us for collection. Your payment, or any questions you may have, should be directed to this office to ensure proper credit to your account.

If paid in full to this office, all collection activity will be stopped.

It is the policy of this agency to report all eligible accounts to Experian, Equifax, and Trans Union Credit Reporting Services.

Very Truly Yours,

Rochell Michaels

CREDIT CONSULTING SERVICES, INC.

++ SEE REVERSE SIDE FOR IMPORTANT INFORMATION ++

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

In order to credit your account properly,
you must return this bottom portion with your payment

P.O. BOX 5879
SALINAS, CA 93915-5879

Address Service Requested

1 NTC

Noemia Carvalho

4329

Please charge to the following credit card

☐ Visa ☐ MasterCard

Card #:

Cardholder Name:

Exp Date: / / Pmt Amt \$

Signature:

10/25/2016 11:25:11 AM

CCS, Inc.
P.O. Box 5879
Salinas, CA 93915-5879

INTC 000059 1 221 P 040000 Z-CRE

EXHIBIT

2/4/08

10

Cavallo

REDACTED

14

EXHIBIT G



CREDIT CONSULTING SERVICES, INC.

P.O. Box 5879 • 201 John Street, Suite E • Salinas, CA 93915
831-424-0606 • 831-375-9836 • Outside 831: 1-800-679-6888

SEPTEMBER 15, 2003

NOEMIA CARVALHO

4329

CREDITOR: BAYSIDE MEDICAL GROUP, INC.

AMOUNT : \$ 118.00
INTEREST: \$ 22.50
TOTAL : \$ 140.50

TO USE VISA/MASTERCARD, PLEASE SEE REVERSE SIDE.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR REMITTANCE.

PROTECT YOUR CREDIT

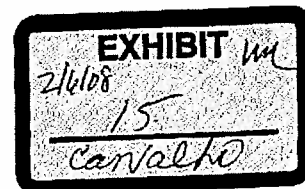
THIS IS JUST A REMINDER. IF PAYMENT IN FULL REACHES THIS OFFICE
BY 10-8-03, THEN THIS COLLECTION ACCOUNT WILL NOT BE REPORTED ON
YOUR EXPERIAN, EQUIFAX, AND TRANSUNION CREDIT RECORDS. PROTECT
YOUR CREDIT, SEND PAYMENT IN FULL.

VERY TRULY YOURS,

ROCHELL MICHAELS

CREDIT CONSULTING SERVICES, INC.
A PROFESSIONAL COLLECTION AGENCY

REDACTED



Exp/Car 00011

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
Esta notificación es con la intención de cobrar una deuda. Cualquier información que obtengamos sera usada con ese propósito.

EXHIBIT H

SEP-09-2004 16:01 FROM:WASTE MANAGEMENT

5106138756

TO:97403699

P.8/21



CREDIT CONSULTING SERVICES, INC.

P.O. Box 5879 • 201 John Street, Suite R • Salinas, CA 93915
831-424-0606 • 831-375-9836 • Outside 831: 1-800-679-6868

October 31, 2003

Noemia Carvalho

RE: BAYSIDE MEDICAL GROUP, INC.

ACCOUNT NO : 4329
AMOUNT : \$118.00
INTEREST : \$23.90
BALANCE DUE : \$141.99

WARNING

YOU HAVE FAILED TO SEND US YOUR PAYMENT

YOU HAVE IGNORED OUR PREVIOUS DEMANDS.

UNLESS YOU RESPOND TO THIS NOTICE IMMEDIATELY, EXPECT THE RESULTS OF YOUR OWN
NEGLECT.

PAYMENT MUST BE MADE TO THIS OFFICE WITHOUT FURTHER NOTICE.

VERY TRULY YOURS,

Rochell Michaels

CREDIT CONSULTING SERVICES, INC.

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.**

This communication is from a collection agency.

In order to credit your account properly,
you must return this bottom portion with your payment

P.O. BOX 5879
SALINAS, CA 93915-5879

Address Service Requested

04ZF

Noemia Carvalho

Please charge to the following credit card

☐ Visa ☐ MasterCard

Card #

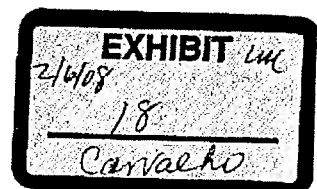
Cardholder Name

Exp Date

Pmt Amt \$

Signature

CCS, Inc.
P.O. Box 5879
Salinas, CA 93915-5879



04ZF 000051P 1 013 000047 305 049000 Z-NOCRE

REDACTED

EXHIBIT I

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Darius K.C. Zolnor, Esq. 248686 Stroock & Stroock & Lavan LLP 2029 Century Park East, Suite 1600 Los Angeles, California 90067 TELEPHONE NO.: 310-556-5800 FAX NO. (Optional): 310-556-5959 E-MAIL ADDRESS (Optional): dzolnor@stroock.com ATTORNEY FOR (Name): Defendant TransUnion LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Monterey STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: CITY AND ZIP CODE: Monterey, California 93940 BRANCH NAME: Monterey Devision		
PLAINTIFF/PETITIONER: Noemia Carvalho DEFENDANT/RESPONDENT: Credit Consulting Services, Inc., et al.		
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS		
		CASE NUMBER: M80093

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

Custodian of Records, Bayside Medical Group, 5720 Stoneridge Mall Road, Suite 240, Pleasanton, California 94588; (925) 463-1234

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): Nationwide Legal, Inc.

On (date): October 26, 2007

At (time): 10:00 a.m.

Location (address): 316 W. 2nd Street, Suite 705, Los Angeles, California 90012

Do not release the requested records to the deposition officer prior to the date and time stated above.

- ☐ by delivering a true, legible, and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
 - ☐ by delivering a true, legible, and durable copy of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
 - ☒ by making the original business records described in item 3 available for inspection at your business address by the attorney's representative and permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.
3. The records to be produced are described as follows:
 All records within your possession, custody or control relating to Noemia Carvalho, born April 2, 1959.
☐ Continued on Attachment 3.
4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 5, 2007

Darius K.C. Zolnor, Esq.
 (TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Defendant, TransUnion LLC

(Proof of service on reverse)

(TITLE)

PLAINTIFF/PERSONER: Noemila Ca 3110
 DEFENDANT/RESPONDENT: Credit Consulting Services, Inc., et al.

CA: MBER:
 M80093

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR
 PRODUCTION OF BUSINESS RECORDS**

1. I served this *Deposition Subpoena for Production of Business Records* by personally delivering a copy to the person served as follows:
 - a. Person served (*name*):
 - b. Address where served:
 - c. Date of delivery:
 - d. Time of delivery:
 - e. (1) ☐ Witness fees were paid.
 Amount:\$
 - (2) ☐ Copying fees were paid.
 Amount:\$
 - f. Fee for service:\$
2. I received this subpoena for service on (*date*):
3. Person serving:
 - a. ☐ Not a registered California process server.
 - b. ☐ California sheriff or marshal.
 - c. ☐ Registered California process server.
 - d. ☐ Employee or independent contractor of a registered California process server.
 - e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
 - f. ☐ Registered professional photocopier.
 - g. ☐ Exempt from registration under Business and Professions Code section 22451.
 - h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:

 (SIGNATURE)

 (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Darius K.C. Zolnor, Esq. (SBN 248686) STROOCK STROOCK & LAVAN LLP 2029 Century Park East, 18 th Floor Los Angeles, CA 90067		TELEPHONE NO.: (310) 556-5800		FOR COURT USE ONLY	
ATTORNEY FOR (Name): Defendant TransUnion LLC		Ref. No. or File No. 22657 fv			
Insert name of court and name of judicial and branch court, if any: Monterey County Superior Court of The State of California, Monterey Division					
SHORT TITLE OF CASE: Noemia Carvalho vs. Credit Consulting Services, Inc., et al.					
PROOF OF SERVICE		HEARING DATE: October 26, 2207	TIME: 10:00 a.m.	DEPT./DIV.:	CASE NUMBER: M80093

At time of service I was at least 18 years old & not a party to the action

I served the following documents: Deposition Subpoena for Production of Business Records

Name of party served: Custodian of Records, Bayside Medical Group

Person with whom left: L. Ramirez, M.D.

Title or relationship: Person in Charge

Address: 5720 Stoneridge Mall Road, Suite 240, Pleasanton, CA 94588

☐ Residence ☒ Business ☐ Other

Date/Time of delivery: October 5, 2007 at 1:15 p.m.

Manner of service:

☒ The Subpoena was served by delivering a true copy thereof

Witness fees and mileage fees were paid in the sum of \$ 15.00

Process Server: Sergio Ramos
Nationwide Legal Services, Inc.
316 W. 2nd Street, Suite 705
Los Angeles, California 90012
(213) 625-9100

☒ Registered California
Process Server
Registration Number: 675
County: San Francisco

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: October 22, 2007

Signature: 

Proof of Service complies with CRC 982(a)(23) as required by CCP 417.10

PROOF OF SERVICE

EXHIBIT J

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brian C. Frontino, Esq. 222032 Stroock & Stroock & Lavan LLP 2029 Century Park East, Suite 1600 Los Angeles, California 90067 TELEPHONE NO.: 310-556-5800 FAX NO. (Optional): 310-556-5959 E-MAIL ADDRESS (Optional): dzolnor@stroock.com ATTORNEY FOR (Name): Defendant TransUnion LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Monterey STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: CITY AND ZIP CODE: Monterey, California 93940 BRANCH NAME: Monterey Devision		
PLAINTIFF/PETITIONER: Noemia Carvalho DEFENDANT/RESPONDENT: Credit Consulting Services, Inc., et al.		
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS		
		CASE NUMBER: M80093

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

Custodian of Records, Blue Cross of California, Large Group, 21555 Oxnard St., Woodland Hills, California 91365

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): Nationwide Legal, Inc.

On (date): November 9, 2007

At (time): 10:00 a.m.

Location (address): 316 W. 2nd Street, Suite 705, Los Angeles, California 90012

Do not release the requested records to the deposition officer prior to the date and time stated above.

- ☐ by delivering a true, legible, and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
 - ☐ by delivering a true, legible, and durable copy of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
 - ☒ by making the original business records described in item 3 available for inspection at your business address by the attorney's representative and permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.
3. The records to be produced are described as follows:
Please see Attachment 3.

☒ Continued on Attachment 3.

4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: October 15, 2007

Brian C. Frontino, Esq.
(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Defendant, TransUnion LLC
(Proof of service on reverse) (TITLE)

PLAINTIFF/PETITIONER: Noemia Cal. Inc.	CAS: M80093 BER:
DEFENDANT/RESPONDENT: Credit Consulting Services, Inc., et al.	

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR
PRODUCTION OF BUSINESS RECORDS**

1. I served this *Deposition Subpoena for Production of Business Records* by personally delivering a copy to the person served as follows:
 - a. Person served (*name*):
 - b. Address where served:
 - c. Date of delivery:
 - d. Time of delivery:
 - e. (1) ☐ Witness fees were paid.
Amount:\$
 - (2) ☐ Copying fees were paid.
Amount:\$
 - f. Fee for service:\$
2. I received this subpoena for service on (*date*):
3. Person serving:
 - a. ☐ Not a registered California process server.
 - b. ☐ California sheriff or marshal.
 - c. ☐ Registered California process server.
 - d. ☐ Employee or independent contractor of a registered California process server.
 - e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
 - f. ☐ Registered professional photocopier.
 - g. ☐ Exempt from registration under Business and Professions Code section 22451.
 - h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:

(SIGNATURE)

(SIGNATURE)

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ATTACHMENT 3

ATTACHMENT 3

DEFINITIONS

The following definition shall apply to the list of documents or other tangible things to be produced:

1. The terms "YOU" or "YOUR" as used herein refer to Blue Cross of California and, where appropriate, any representative, attorney, agent, or any other person or entity acting on behalf of the responding party.

2. The term "CARVALHO" as used herein refers to plaintiff Noemia Carvalho, born April 2, 1959, and, where appropriate, any representative, attorney, agent, or any other person or entity acting on her behalf.

3. The term "THIRD PARTY" as used herein means any natural person, partnership, association, firm, business organization, or government agency or body, as well as any divisions, subdivisions, bureaus, offices, or other units thereof.

4. The term "COMMUNICATION" as used herein means the transmittal of information or requests for information in any form.

5. The term "RELATING TO" as used herein means constituting, analyzing, concerning, supporting, reflecting, describing, discussing, summarizing, referring to, reporting on, commenting on, inquiring about, setting forth, explaining, considering, pertaining to, mentioning, regarding, or alluding to, in whole or in part.

6. The term "DOCUMENT" herein shall include all forms of "writing" as defined by California Evidence Code § 250 and includes, but is not limited to, the following: COMMUNICATION, letters, memoranda, notes, reports, papers, files, books, records, contracts, agreements, telegrams, electronic mail, and other communications sent or received; printouts, diary entries and calendars; drafts, tables, compilations, tabulations, charts, graphs, recommendations, accounts, worksheets, logs, and work papers; minutes, notes, summaries, and other written records or recordings of or RELATING TO any conference, meeting, visit, interview, or telephone conversations; bills, statements, invoices, and other records of any obligation or expenditure; canceled checks, vouchers, receipts, and other records of payment; financial and statistical data,

1 analyses, surveys and schedules; audiotapes and videotapes and cassettes and transcripts thereof;
2 affidavits, transcripts of testimony, statements, interviews, and conversations; printed matter
3 (including published articles, speeches, newspaper clippings, press releases, and photographs);
4 microfilm and microfiche; disks, computer files, electronically stored data, film, tapes, and other
5 sources from which information can be obtained, including materials used in electronic data
6 processing.

7 7. Terms used in the singular shall be deemed to include the plural and terms used in
8 the masculine shall be deemed to include the feminine, and vice versa.

9 **CATEGORIES OF DOCUMENTS**

10 1. Any and all DOCUMENTS in YOUR possession, custody or control RELATING
11 TO CARVALHO's enrollment under Blue Cross of California PPO insurance policy ID#
12 CBM595-44-1135, GRP# CBM383.

13 2. Any and all DOCUMENTS in YOUR possession, custody or control RELATING
14 TO the underwriting of Blue Cross of California PPO insurance policy ID# CBM595-44-1135,
15 GRP# CBM383.

16 3. Any and all DOCUMENTS in YOUR possession, custody or control RELATING
17 TO claims made by CARVALHO or on CARVALHO's behalf under Blue Cross of California PPO
18 insurance policy ID# CBM595-44-1135, GRP# CBM383.

19 4. Any and all documents RELATING TO any COMMUNICATIONS between YOU
20 and any THIRD PARTY RELATING TO CARVALHO's enrollment under Blue Cross of
21 California PPO insurance policy ID# CBM595-44-1135, GRP# CBM383.

22 5. Copies of any and all Blue Cross of California insurance policies under which
23 CARVALHO is or was enrolled.

EXHIBIT K

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

WESTERN

DISTRICT OF

PENNSYLVANIA

**NOEMIA CARVALHO, on behalf of herself
and other similarly situated people,**

SUBPOENA IN A CIVIL CASE

V.

**CREDIT CONSULTING SERVICES, INC., dba
CCS, et al.**

Case Number:¹ 5:08-cv-01317-JF-HRL

(United States District Court
Northern District of California)

TO: Custodian of Records, Highmark Blue Cross Blue Shield of
Pennsylvania, 120 Fifth Avenue Place, Pittsburgh, PA
15222; (412) 544-7000

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

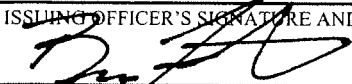
☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
Please see Attachment "A".

PLACE	American Expediting Company, 1501 Preble Avenue, #2, Pittsburgh, PA 15233 (412) 321-4546	DATE AND TIME	7/10/2008 10:00 am
-------	---	---------------	--------------------

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
 Attorney for Defendant	6/25/2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Brian C. Frontino, Stroock & Stroock & Lavan LLP, 2029 Century Park East, Los Angeles, CA 90067-3086
(310) 556-5800

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(c) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

ATTACHMENT “A”

ATTACHMENT "A"

DEFINITIONS

The following definition shall apply to the list of documents or other tangible things to be produced:

1. The terms "YOU" or "YOUR" as used herein refer to Highmark Blue Cross Blue Shield of Pennsylvania and, where appropriate, any representative, attorney, agent, or any other person or entity acting on behalf of the responding party.

2. The term "CARVALHO" as used herein refers to plaintiff Noemia Carvalho, born April 2, 1959, and, where appropriate, any representative, attorney, agent, or any other person or entity acting on her behalf.

3. The term "THIRD PARTY" as used herein means any natural person, partnership, association, firm, business organization, or government agency or body, as well as any divisions, subdivisions, bureaus, offices, or other units thereof.

4. The term "COMMUNICATION" as used herein means the transmittal of information or requests for information in any form.

5. The term "RELATING TO" as used herein means constituting, analyzing, concerning, supporting, reflecting, describing, discussing, summarizing, referring to, reporting on, commenting on, inquiring about, setting forth, explaining, considering, pertaining to, mentioning, regarding, or alluding to, in whole or in part.

6. The term "DOCUMENT" herein shall have the broadest meaning permissible under Rule 45 of the Federal Rules of Civil Procedure, and includes, but is not limited to, the following: COMMUNICATIONS, letters, memoranda, notes, reports, papers, files, books, records, contracts, agreements, telegrams, electronic mail, and other communications sent or received; printouts, diary entries and calendars; drafts, tables, compilations, tabulations, charts, graphs, recommendations, accounts, worksheets, logs, and work papers; minutes, notes, summaries, and other written records or recordings of or RELATING TO any conference, meeting, visit, interview, or telephone conversations; bills, statements, invoices, and other records of any obligation or expenditure; canceled checks, vouchers, receipts, and other records of payment; financial and statistical data,

1 analyses, surveys and schedules; audiotapes and videotapes and cassettes and transcripts thereof;
2 affidavits, transcripts of testimony, statements, interviews, and conversations; printed matter
3 (including published articles, speeches, newspaper clippings, press releases, and photographs);
4 microfilm and microfiche; disks, computer files, electronically stored data, film, tapes, and other
5 sources from which information can be obtained, including materials used in electronic data
6 processing.

7 7. Terms used in the singular shall be deemed to include the plural and terms used in
8 the masculine shall be deemed to include the feminine, and vice versa.

9 **CATEGORIES OF DOCUMENTS**

10 1. Any and all insurance policies associated with CARVALHO that were in effect
11 during 2001 (and specifically on or about October 19, 2001) in YOUR possession, custody or
12 control.

13 2. Any and all DOCUMENTS RELATING TO claims for coverage under any
14 insurance policy referenced in number 1, above, for services received by CARVALHO from
15 Bayside Medical Group in October 2001.

16 3. Any and all documents RELATING TO any COMMUNICATIONS between YOU
17 and any THIRD PARTY RELATING TO CARVALHO's coverage or lack of coverage concerning
18 services received by CARVALHO from Bayside Medical Group in October 2001 under any
19 insurance policy referenced in number 1, above.

EXHIBIT L

1

**BAYSIDE MEDICAL GROUP, INC.**11875 Dublin Blvd., Suite B125
Dublin, CA 94568Bayside Pediatrics, A Medical Corporation
Bayside Family Practice Medical Associates, Inc.
Bayside Travel Medical Group, Inc.

PAGE 1

PATIENT NAME	ACCOUNT NO.	BALANCE DUE
NOEMIA CARVALHO		.00
BILL DATE	ACCOUNT NO.	AMOUNT PAID
11/12/07	0076	


RESPONSIBLE PARTY NAME / ADDRESS
NOEMIA CARVALHO

THE FOLLOWING STATEMENT OF SERVICES RENDERED BY THE CLINICIANS WHO ARE MEMBERS OF THE GROUP
BAYSIDE MEDICAL GROUP INC 942854917 11875 DUBLIN BLVD, #B125 DUBLIN CA 94568

DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED. RETAIN BOTTOM PORTION FOR YOUR RECORDS

FOR CREDIT CARD PAYMENTS, PLEASE SEE REVERSE SIDE.
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

DATE OF SERVICE	CLINICIAN NAME	DESCRIPTION OF SERVICE	INSURANCE ACTIVITY	PATIENT RESPONSIBILITY
10/19/01	S HART	OFFICE VISIT, NEW PT	118.00	
12/26/01		MISC PP INS PAYMENT	.00	
		NOT ELIGIBLE AT TIME OF SRVC PLEASE CALL YOUR INSURANCE CCS COLLECTION AGENCY	118.00-	
06/12/03		< AMOUNT DUE >		.00
11/19/01	S HART	MISSED APPOINTMENT		35.00
11/19/01		WAIVE 1ST MISSED APPT FEE CANCEL REQUIRES 24 HR NOTICE		35.00-
		< AMOUNT DUE >		.00
10/05/07	NURSE: PLEA	SPORTS/SCHOOL FORMS, ETC		15.00
10/05/07		PATIENT CHECK PAYMENT		15.00-
		< AMOUNT DUE >		.00

DATE 11/12/07	PATIENT NAME NOEMIA CARVALHO	ACCOUNT NO. 0076	PAY THIS AMOUNT 	SEE ABOVE
------------------	---------------------------------	---------------------	---	-----------

BERK
APAYMENTS RECEIVED ON OR AFTER THIS DATE
WILL APPEAR ON YOUR NEXT STATEMENTMAKE CHECKS PAYABLE TO:
BAYSIDE MEDICAL GROUP, INC.

FOR BILLING INQUIRIES PLEASE CALL: (925) 587-2500 BETWEEN THE HOURS OF 9:00AM - 5:00PM, MONDAY - FRIDAY

IMPORTANT MESSAGE REGARDING YOUR ACCOUNT
PAYMENT IS DUE 14 DAYS FROM THE STATEMENT DATE.

REDACTED

ACCOUNT#: 00076 INQUIRY (BMG) 11/12/07
 ACCOUNT IS IN TICKLER QUEUE: DISMISS (PT DISMISSED. NO APPTS! DO NOT SEE PT)
 CHARGE#: 557825 DATE: 10/19/2001 POST: 08/31/2001 CTRL GRP: 43111 REV CTR: 01
 PATIENT NAME: NOEMIA CARVALHO FORCE ALL:N CLAIM DELAY.:
 PROVIDER....: SH STEPHEN HART, MD ADMIT.....:
 PROCEDURE/MO: 99203 OFFICE VISIT, NEW PT DISCHARGE...:
 PRI DIAG/MO.: 7295 PAIN IN LIMB THRU.....:
 SEC DIAG/MO.:
 PLACE OF SVC: BERK BERKELEY INJURY DATE.:
 UNITS.....: 1.00 BILLING AREA.....: LMP DATE.....:
 CHARGE AMT...: 118.00 CLAIM GROUP.....: E FROM DATE.....:
 PRI INS.....: 0047/IB COURTESY.....: TO DATE.....:
 SEC INS.....: /PS TYPE,AC,IS,M/Y...:
 TER INS.....: /PS INS SET #/HIST#.: 1/1
 CURRENT INS..: /PS INS SET NAME.....: PVT INS
 AMOUNT DUE...: 0.00 INS SET EFF DATE: 00/00/0000
 AGE BASE DT.: 06/12/2003 INS SET EXP DATE: 00/00/0000
 CUR CLAIM...: 08/27/2003 REFER PHYS.....: INFO 1:
 STD CHARGE...: 118.00 INFO 2:
 ALLOWED AMT.: 0.00
 STD:118.00 ALW:0.00 BEN:2 CS:N RVU:2.43 PRELN#:0

F9=SWITCH

PRACTICE:bmj OPERATOR:UMART 11/12/07 10:43:30

REDACTED

EXHIBIT M



Blue Cross
of California

An Independent Licensee
of the Blue Cross Association

CORPORATE LEGAL DEPARTMENT

FAX COVER SHEET

NO. OF PAGES (excluding this cover): 13

TO: Janet L. Hensch

FAX: (310) 556-5959

FROM: BLUE CROSS OF CALIFORNIA
CORPORATE LEGAL DEPARTMENT
(818) 234-2029 phone
(818) 234-4505 fax

DATE: April 28, 2008

MESSAGE: Please see attached

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us by mail. Thank you!



Legal Department

April 28, 2008

Via Fax (310) 556-5959

Janet Hensch
Stroock, Stroock & Lavan, LLP
2029 Century Park East, Suite 1600
Los Angeles, CA 90067

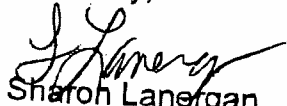
Re: Noemia Carvalho v Credit Counseling, Case No. M80093

Dear Ms. Hensch:

We were able to locate three old purged claims for Noemia Carvalho which I am faxing to you. I was also able to retrieve documentation regarding calls made for the policy and am providing these. I checked with several other areas and this was all anyone could locate regarding this old policy. Everything else has been purged off our systems entirely. We were unable to locate any claims related to Bayside Medical in our systems though there is a reference to them in one of the telephone notations. I have also enclosed screen prints of our systems showing no current information for Carvalho is found.

At this time, this appears to be all we are able to locate for Noemia Carvalho. Thank you for your cooperation and understanding in this matter.

Sincerely,


Sharon Lanergan
Sr. Records Clerk
(818) 234-2029

DECLARATION OF CUSTODIAN OF RECORDS

Regarding Noemia Carvalho Soc. Sec. # _____
DOB (or other ID) _____ Our File No. _____
I am duly authorized as Custodian of Records (or other qualified witness) for Wellpoint Anthem Blue Cross
_____ with authority to certify the records.

CERTIFICATION OF RECORDS COPIES (Custodian's Initials: SL)
Including this declaration, all documents, records and other things called for in the Subpoena Duces Tecum or Authorization which are in my custody have been photocopied (on microfilm) at my office, in my presence, under my direction and control: and the copy submitted with declaration is a true copy thereof.
To the best of my knowledge all records referred to above were prepared or compiled by the personnel of the above-named business, in the ordinary course of business, at or near the time of the acts, conditions, or events recorded.
No documents, records or other things have been withheld in order to avoid their being photocopied.
Certain records were omitted because they are old policies/claims and have been purged off our systems

CERTIFICATION OF NO RECORDS (Custodian's Initials: _____)
A thorough search of the business revealed no records described in the attached subpoena or authorization for the following reason(s):

- ☐ Patient never treated at this facility
- ☐ records were destroyed after: ☐ 3 ☐ 5 ☐ 7 ☐ 10 years
- ☐ records were lost / misplaced
- ☐ records destroyed due to: ☐ theft ☐ fire ☐ water
- ☐ records purged / nothing found
- ☐ storage facilities were searched and no records found
- ☐ patient has his / her records
- ☐ X-Rays are: ☐ lost ☐ destroyed ☐ non-existent ☐ not at this facility
- ☐ Billing: ☐ misplaced/lost ☐ not kept because this is a prepaid Health Plan
- ☐ this person has never been employed at our offices
- ☐ other - comments:

This certification is limited to the information supplied to me in the attached document: records may exist under another name, another spelling, or other identifying data.

I DECLARE under penalty of perjury that the foregoing is true and correct.

Executed on April 28, 2008 at Woodland Hills California.
Print Name Sharon Lanegan Signed Sharon Lanegan
Witnessed _____

CERTIFICATION OF PROFESSIONAL PHOTOCOPIER
I, the undersigned, declare:
The attached copy of records was transmitted or distributed to the authorized persons or entities.
I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____
PRINT NAME _____ SIGNATURE _____



Purged Claims Report

Purged: 2002-12-01 Mbr Id : XXXX41135 DCN : 00293201849 Provider: WESTERN PATHOLOGY MED GRO Svc Dts: 2000-09-27-2000-09-27 Charges: 35.00 Action: P1000F NPI Nbr: Late Days: Other Int Amt: MBU Code:	Acct#: 958571 Mbr Cd: 20 Clim Type: PA TT: 08 Non-Elig: 0.00 Paid To: WESTERN PATHOLOGY MED GRO MCS Ind: Src Ind: LPP Ind: Company Code:	Check #: 0035928741 Mbr Name: CARVALHO, NOEMIA Processed: 2000-10-24 Medicare/Tax Id: 942851095 Dx: 6233 Ded: 0.00 Prvdr Write Off: 27.31 Paid: 7.69 Penalty Amt: Interest: Group Nbr: Adjustment Reason:	Sys Ind: D Src Cd: OC Item Code: 80 Co-Ins: 0.00 Claim Pmt: LPP Date: Funding Type:
---	---	---	---

Purged: 2002-12-01 Mbr Id : XXXX41135 DCN : 01039202578 Provider: WOLSZTEJN BENJAMIN Svc Dts: 2000-10-04-2000-10-04 Charges: 350.00 Action: P1000F NPI Nbr: Late Days: Other Int Amt: MBU Code:	Acct#: 958571 Mbr Cd: 20 Clim Type: PA TT: 05 Non-Elig: 0.00 Paid To: WOLSZTEJN BENJAMIN MCS Ind: Src Ind: LPP Ind: Company Code:	Check #: 0037245273 Mbr Name: CARVALHO, NOEMIA Processed: 2001-02-13 Medicare/Tax Id: 942746754 Dx: 2180 Ded: 0.00 Prvdr Write Off: 178.13 Paid: 171.87 Penalty Amt: Interest: Group Nbr: Adjustment Reason:	Sys Ind: D Src Cd: OC Item Code: 80 Co-Ins: 0.00 Claim Pmt: LPP Date: Funding Type:
---	--	--	---

Purged: 2002-12-01 Mbr Id : XXXX41135 DCN : 01039202577 Provider: WOLSZTEJN BENJAMIN Svc Dts: 2000-10-18-2000-10-18 Charges: 85.00 Action: P1000F NPI Nbr: Late Days: Other Int Amt: MBU Code:	Acct#: 958571 Mbr Cd: 20 Clim Type: PA TT: 06 Non-Elig: 0.00 Paid To: WOLSZTEJN BENJAMIN MCS Ind: Src Ind: LPP Ind: Company Code:	Check #: 0037245273 Mbr Name: CARVALHO, NOEMIA Processed: 2001-02-13 Medicare/Tax Id: 942746754 Dx: 2181 Ded: 0.00 Prvdr Write Off: 24.63 Paid: 40.37 Penalty Amt: Interest: Group Nbr: Adjustment Reason:	Sys Ind: D Src Cd: OC Item Code: 80 Co-Ins: 0.00 Claim Pmt: LPP Date: Funding Type:
--	--	--	---

Page: 1 Document Name: untitled

GNSIINQ
AA44828 VTC03511 WELLPOINT GROUP SYSTEM
INQUIRY TRACKING P 04/28/08 07:15:24 1
VERSION 001

INQ NO: OPER ID: 2590 USER ID: FYI0026 LIM LIB: N
IINQ NO: 03266670517 CUST ID: 1135 DOMAIN: 01 MEDICAL MSO: N
ENTRY DT: 092303 DEPT DT: 092303 CLOSE DT: 100403 ERISA: N
HCID: GROUP: CASE: CONT: N
PAT NAME: SVC DT: 092303 PROD: N
CUSTOMER: STATE: PMG: N
INQ NAME: NOEMIA A. CARVALHO PHONE: EXT: N
EMAIL ADDRESS: HRC: N

SOURCE: S SUBSCRIBER NTWK: N
METHOD: S MAILBACK/SYS GEN LET MLH: 03262433054 SEND: TO: SYS: N
TYPE INQ: CS CLAIMS STATUS / QUES CLS: IN INQUIRY
ANALYSIS: LANG: N
RSPNS MTHD: L LETTER ACT: CS REQUESTED CLAIM RESU
PEND: CB: N DATE: N
RTE: ATTACH: REPEAT CALL: N
TAGGED DCNS

INQUIRY IS PURGED/CAN NOT BE REOPENED
PF01=HELP PF02=CTAPAY PF03=RETURN PF04=CLMHST PF05=BENF PF06=SINQ
PF07=MBRMNU PF08=TEXT PF09=MEMBER PF10=CLOSE PF11=HIQMENUPF12=LIMLIB

REDACTED

Date: 4/28/2008 Time: 7:15:26 AM

GNSTINQ

AA44828 VTC03511

WELLPOINT GROUP SYSTEM
TEXT INQUIRY SCREEN

P 04/28/08 07:15:30 1
VERSION 001

IINQ NO: 03266670517 CUST ID: 1135 HCID:
ROUTE: ATTACH: PEND: UPDATE:

GROUP:
RSPNS MTHD: ACT:

09/23/2003 AT 12:39:21 CREATED

BY: FYI0026

09/23/2003 AT 12:39:21 SENT TO COCR

BY: FYI0026

09/23/2003 AT 20:51:56 SENT TO 88CR

BY: ZGC0046

10/04/2003 AT 10:00:15 UPDATED

BY: ZGSNA20

RCVD COPY OF CARD FOR DCN#03237437203, PREFIX CBM. SNT PRV LTR REQ THAT THEY
SUBMIT CLM. MZX47200

10/04/2003 AT 10:01:16 CLOSED

BY: ZGSNA20

TAGGED DCNS

NEXT INQ NO: _____

INQUIRY LOCKED/PURGED RECORD

PF01=HELP PF02=NWKPRV PF03=RETURN PF04=CLMHIST PF05=ADJMNT PF06=SINQ
PF07=PREV PF08=NEXT PF09=MEMBER PF10=UPDATE PF11=HIQMENU

REDACTED

Date: 4/28/2008 Time: 7:15:32 AM

Page: 1 Document Name: untitled

GNSIINQ
AA44828 VTC03511

WELLPOINT GROUP SYSTEM
INQUIRY TRACKING

P 04/28/08 07:15:37 1
VERSION 001

INQ NO:		OPER ID: 2590	USER ID: FYI0026	LIM LIB:
IINQ NO:	03266540408	CUST ID: 1135	DOMAIN: 01 MEDICAL	MSO: N
ENTRY DT:	092303	DEPT DT: 092303	CLOSE DT: 100403	ERISA: N
HCID:		GROUP:	CASE:	CONT:
PAT NAME:			SVC DT: 092303	PROD:
CUSTOMER:			STATE:	PMG:
INQ NAME:	NOEMIA CARVALHO		PHONE:	EXT:
EMAIL ADDRESS:				HRC:
SOURCE:	S SUBSCRIBER	NTWK:		
METHOD:	S MAILBACK/SYS GEN LET	MLH:	03262254700	SEND: _ TO: _ SYS: _
TYPE INQ:	CS CLAIMS STATUS / QUES	CLS:	IN INQUIRY	
ANALYSIS:		LANG:		
RSPNS MTHD:	L LETTER	ACT:	SN SENT INFO	USE LANG: _
PEND:		CB: N	DATE:	
RTE:		ATTACH:	REPEAT CALL:	
TAGGED DCNS				

INQUIRY IS PURGED/CAN NOT BE REOPENED

PF01=HELP PF02=CTAPAY PF03=RETURN PF04=CLMHST PF05=BENF PF06=SINQ
PF07=MBRMNU PF08=TEXT PF09=MEMBER PF10=CLOSE PF11=HIQMENUPF12=LIMLIB

REDACTED

Date: 4/28/2008 Time: 7:15:40 AM

Page: 1 Document Name: untitled

GNSTINQ

AA44828 VTC03511

WELLPOINT GROUP SYSTEM
TEXT INQUIRY SCREENP 04/28/08 07:15:41 1
VERSION 001IINQ NO: 03266540408 CUST ID: 1135 HCID:
ROUTE: ATTACH: PEND: UPDATE:GROUP:
RSPNS MTHD: ACT:

09/23/2003 AT 11:33:32 CREATED

BY: FYI0026

09/23/2003 AT 11:33:32 SENT TO COCR

BY: FYI0026

09/23/2003 AT 21:40:44 SENT TO 88CR

BY: ZGC0046

10/04/2003 AT 09:44:11 UPDATED

BY: ZGSNA20

RCVD M/B FROM SUB WITH COPY OF I D CARD FOR DCN#03237437203. PULLED COPY OF
IMAGE, IT IS NOT A CLM ITS A COLLECTION BILL. SNT LTR TO MBR ASKING HER TO
PLEASE HAVE PRV SND CLM FO RPROCESSING. MZX47200

10/04/2003 AT 09:45:13 CLOSED

BY: ZGSNA20

TAGGED DCNS

NEXT INQ NO: _____

INQUIRY LOCKED/PURGED RECORD

PF01=HELP PF02=NWKPRV PF03=RETURN PF04=CLMHISTPF05=ADJMNT PF06=SINQ
PF07=PREV PF08=NEXT PF09=MEMBER PF10=UPDATE PF11=HIQMENU

REDACTED

Date: 4/28/2008 Time: 7:15:42 AM

Page: 1 Document Name: untitled

GNSIINQ AA44828 VTC03511 WELLPOINT GROUP SYSTEM INQUIRY TRACKING P 04/28/08 07:15:47 1
VERSION 001

INQ NO:		OPER ID: 2590	USER ID: ZGSNA70	LIM LIB: N
IINQ NO: 02030700662		CUST ID: 1135	DOMAIN: 01 MEDICAL	MSO: N
ENTRY DT: 013002		DEPT DT: 013002	CLOSE DT: 013002	ERISA: -
HCID:		GROUP:	CASE:	CONT: -
PAT NAME:			SVC DT: 013002	PROD: -
CUSTOMER:			STATE:	PMG: -
INQ NAME: NOEMIA CARVALHO-CBM			PHONE:	EXT: -
EMAIL ADDRESS:				HRC: -
SOURCE: S SUBSCRIBER		NTWK:		
METHOD: W WRITTEN INQ/NON SYS		MLH: 02025122593	SEND: _ TO: _	SYS: _
TYPE INQ: CS CLAIMS STATUS / QUES		CLS: IN INQUIRY		
ANALYSIS:		LANG:		
RSPNS MTHD: L LETTER		ACT: ST CLAIM STATUS GIVEN	USE LANG: -	
PEND: -		CB: N DATE:		
RTE: -		ATTACH: _ REPEAT CALL: _		
TAGGED DCNS				

INQUIRY IS PURGED/CAN NOT BE REOPENED

PF01=HELP PF02=CTAPAY PF03=RETURN PF04=CLMHST PF05=BENF PF06=SINQ
PF07=MBRMNU PF08=TEXT PF09=MEMBER PF10=CLOSE PF11=HIQMENUPF12=LIMLIB

REDACTED

Date: 4/28/2008 Time: 7:15:50 AM

Page: 1 Document Name: untitled

GNSTINQ

AA44828 VTC03511

WELLPOINT GROUP SYSTEM
TEXT INQUIRY SCREENP 04/28/08 07:15:50 1
VERSION 001IINQ NO: 02030700662 CUST ID: [REDACTED] 1135 HCID:
ROUTE: _ ATTACH: _ PEND: _ UPDATE: _GROUP: _
RSPNS MTHD: _ ACT: _

01/30/2002 AT 16:03:07 CREATED

BY: ZGSNA70

RECV'D COPY OF ID CRD AND EOB FR BS, DENYING DOS 101901 \$118.
PREFIX CBM. PRV=BAYSIDE PED-NO ADDRESS. MB TO MBR FOR PRV TO BILL US W/
ITEMIZED BILL. CAN NOT KEY OFF OF BS EOB.

EDITH H X47093

01/30/2002 AT 16:04:13 CLOSED

BY: ZGSNA70

TAGGED DCNS

NEXT INQ NO: _____

INQUIRY LOCKED/PURGED RECORD

PF01=HELP PF02=NWKPRV PF03=RETURN PF04=CLMHISTPF05=ADJMNT PF06=SINQ
PF07=PREV PF08=NEXT PF09=MEMBER PF10=UPDATE PF11=HIQMENU

REDACTED

Date: 4/28/2008 Time: 7:16:05 AM

Page: 1 Document Name: untitled

GNSIINQ
AA44828 VTC03511 WELLPOINT GROUP SYSTEM
INQUIRY TRACKING P 04/28/08 07:16:27 1
VERSION 001

INQ NO:		OPER ID: 2590	USER ID: ZKFCCUG	LIM LIB:	
IINQ NO:	01002405828	CUST ID: 1135	DOMAIN: 01 MEDICAL	MSO:	-
ENTRY DT:	010201	DEPT DT: 010201	CLOSE DT: 010201	ERISA:	-
HCID:	1135	GROUP:	CASE:	CONT:	-
PAT NAME:			SVC DT: 010201	PROD:	-
CUSTOMER:			STATE: CA	PMG:	-
INQ NAME:	PAUL		PHONE:	EXT:	-
EMAIL ADDRESS:				HRC:	-
SOURCE:	W GROUP ADMIN/TRUST FU NTWK:				
METHOD:	I INCOMING CALL	MLH:			
TYPE INQ:	BE BENEFITS/ELIGIBILITY	CLS:	IN INQUIRY	SEND: _ TO: _	SYS: _
ANALYSIS:		LANG:			
RSPNS MTHD:	I INITIAL CONTACT	ACT:	MQ QUOTED MEMBERSHIP EL	USE LANG:	-
PEND:		CB: N	DATE:		
RTE:		ATTACH:	REPEAT CALL:		
TAGGED DCNS					

INQUIRY IS PURGED/CAN NOT BE REOPENED
PF01=HELP PF02=CTAPAY PF03=RETURN PF04=CLMHST PF05=BENF PF06=SINQ
PF07=MBRMNU PF08=TEXT PF09=MEMBER PF10=CLOSE PF11=HIQMENUPF12=LIMLIB

REDACTED

Date: 4/28/2008 Time: 7:16:28 AM

Page: 1 Document Name: untitled

GNSTINQ WELLPOINT GROUP SYSTEM P 04/28/08 07:16:29 1
AA44828 VTC03511 TEXT INQUIRY SCREEN VERSION 001

IINQ NO: 01002405828 CUST ID: ████████1135 HCID: ████████1135 GROUP:
ROUTE: ____ ATTACH: ____ PEND: ____ UPDATE: ____ RSPNS MTHD: ____ ACT: ____

01/02/2001 AT 12:10:08 CREATED BY: ZKFCCUG

01/02/2001 AT 12:11:59 CLOSED BY: ZKFCCUG

KELECHI AJUGWO, ACD 65140, AGNT 47584,

-----SAID MEM SHOULD BE EFF WITH BC

PPO.....NO NAEMIA CARVALHO DOB

4.2.1959.....KELLY.

TAGGED DCNS

NEXT INQ NO: _____

INQUIRY LOCKED/PURGED RECORD

PF01=HELP PF02=NWKPRV PF03=RETURN PF04=CLMHISTPF05=ADJMNT PF06=SINQ
PF07=PREV PF08=NEXT PF09=MEMBER PF10=UPDATE PF11=HIQMENU

REDACTED

Date: 4/28/2008 Time: 7:16:30 AM

Page: 1 Document Name: untitled

WGMIMNM WELLPOINT GROUP SYSTEMS
AA44828 VTC05316 MEMBER NAME SEARCH P 04/24/08 10:47:31 0001
CASE GRP/SUFFIX ID VERSION 001
MBR CD
S INQUIRY NAME LAST CARVALHO 1135
E SSN FIRST NOEMIA MID
L STAT TYPE X (BLANK=ACTIVE, C=CANCEL, X=ALL, P=PURGED) (MMDDCCYY)
MEMB TYPE X (BLANK=SUBS ONLY, D=DEP ONLY, X=ALL)
NAME EID DOB REL S SS NUMBER GROUP/SUPFX S
T

NAME NOT FOUND

PF07=PREV PF08=NEXT PF09=CNTRCT

PF11=NWKPRV PF12=CLEAR

REDACTED

Date: 4/24/2008 Time: 10:47:36 AM

Page: 1 Document Name: untitled

GNCSCLEMI
AA44828 VTC05316

WELLPOINT GROUP SYSTEM
SUMMARY CLAIMS

P 04/24/08 10:47:49 1
VERSION 001

ID
MEMBER CODE: 00
START DATE: _____

PURGED MM-YY
SUBSCR NAME
MEMBER NAME
PROVIDER ID: _____

S - SVC DATES -	MEM CD/DCN	PROVIDER ID/NAME	DX CDE	TOTAL CHARGE
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NO CLAIM DATA FOUND

PF07=PREV PF08=NEXT

PF09=VIEW1

PF04=EOBDTL PF05=EOBSUM PF06=TRKCLMS
PF10=VIEW2 PF11=IMAGE PF12=TRKPRVD

REDACTED

Date: 4/24/2008 Time: 10:47:51 AM

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ICLSCLMI

AA44828 VTC05484

ID:

INDIVIDUAL CLAIMS SYSTEM
INDV SUMMARY CLAIMS

1135

PURGED MM-YY

SUBSCR NAME

MEMBER NAME

PROVIDER ID:

P 04/24/08 10:47:59

1

VERSION 001

RUS MBR IND:

MEMBER CODE: 00

START DATE:

S - SVC DATES - MEM CD/DCN PROVIDER ID/NAME

DX CDE TOTAL CHARGE

NO CLAIM DATA FOUND

PF07=PREV

PF08=NEXT

PF09=VIEW1

PF04=EOBDTL

PF05=EOBSUM

PF06=TRKCLMS

PF10=VIEW2

PF11=IMAGE

REDACTED

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MMSUBN CONSUMER MANAGEMENT SYSTEM P 04/24/08 10:48:16 1
AA44828 VTC05484 SUBSCRIBER NAMES SEARCH VERSION 001
ENTITY PRODUCT ID MBR CD

INQUIRY NAME: LAST CARVALHO FIRST NOEMIA MID PAGE 01
S LIST TYPE : X (BLANK=ACTIVE, C=CANCEL, X=ALL) PARTIAL ID:
E MEMB TYPE : X (BLANK=SUB ONLY, D=DEP ONLY, X=ALL) PURGE
L MEM NAME EID DOB REL SEX SS NUMBER GROUP# ST DATE

UNABLE TO LOCATE NAME FOR ACTION GIVEN
PF02=MENU PF03=RETURN PF07=PREV PF08=NEXT ENTR=CRTHST

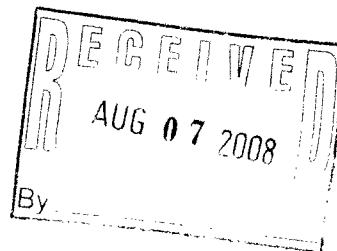
Date: 4/24/2008 Time: 10:48:20 AM

EXHIBIT N



An Independent Licensee of the
Blue Cross and Blue Shield Association

August 1, 2008



Brian C. Frontino, Esquire
Stroock & Stroock & Lavan, LLP
2029 Century Park East
Los Angeles, CA 90067-3086

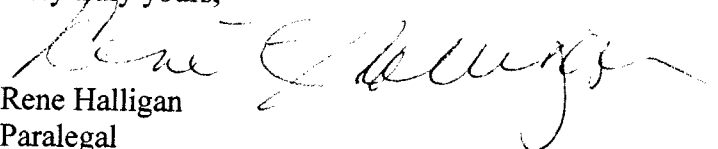
Re: *Noemia Carvalho, et al. v. Credit Consulting Services, Inc., et al.*

Dear Mr. Frontino:

This letter is in response to a subpoena received by Highmark for insurance information concerning Noemia Carvalho. Enclosed herein please find copy of the benefit booklet that was in effect in 2001. Please be advised that Highmark could not locate any claims or communications concerning services rendered to Ms. Carvalho by Bayside Medical Group in October 2001.

Please be advised that our fee to search, retrieve and compile member records is \$25.00 per hour. Please send your check payable to Highmark Inc. in the amount of \$25.00 to my attention for processing. Our Federal Tax Identification Number is 23-1294723. Should you have any questions, please feel free to call me at (412) 544-4245. Thank you for your consideration.

Very truly yours,


Rene Halligan
Paralegal

/rh
Enclosures

7/29/2008

PAGE 1

PAID AND REJECTED CLAIMS LISTING

FINALIZED DATE FROM 09012000 THRU 07232008
DATE OF SERVICE FROM 09012000 THRU 07232008

SELECT RUN REQUEST: RDA FORMAT 1

NO DATA TO REPORT

Waste Management

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II. BENEFITS CHART

For Group Numbers 42378-00 and -70:

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible Individual Family	None None	\$300 \$600
Coinsurance	100%	80% after deductible
Out-of-Pocket Limit	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum (Includes Mental Health and Substance Abuse Services)	Unlimited	\$1,000,000
Physician Office Visits	100%	80% after deductible
Preventive Care <i>Adult</i> Routine physical exams	100%	80% after deductible (Limit: \$100 per calendar year)
Routine GYN exams including PAP Tests	100%	80%; deductible and maximums do not apply
Mammograms as required	100%	80% after deductible
<i>Pediatric</i> Routine physical exams	100%	Not Covered
Pediatric immunizations	100%	80%; deductible and maximums do not apply
Hospital Services (Inpatient and Outpatient)	100%	80% after deductible (Limit: 90 inpatient days per calendar year)

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Transplant Services	100%	80% after deductible
	(Limit: \$5,000 per lifetime for Donor Benefits)	
Mental Health Services		
Inpatient	100%	80% after deductible
Outpatient	100% after \$20 copayment	80% after deductible
	(Limit: 50 visits per calendar year)	
Substance Abuse Services		
Inpatient Benefits	100%	80% after deductible
Detoxification Up to 7 days per admission; up to 4 admissions per lifetime		
Rehabilitation (Non-hospital) 30 days per year; 90 days per lifetime		
Outpatient Benefits Up to 60 full session visits or equivalent partial visits per calendar year, 120 visits per lifetime; 30 visits may be exchanged on a two-for-one basis to secure up to 15 additional days per calendar year for inpatient non-hospital rehabilitation services beyond the 30-day limit. These are subject to lifetime limits.	100%	80% after deductible
Precertification Requirements	Performed by Network Providers	Performed by Member

**For Group Numbers 43318-03, -04, -05, -73, -74, and -75;
43851-03 and -73:**

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible Individual Family	None None	\$300 \$600
Coinsurance	100%	80% after deductible
Out-of-Pocket Limit	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum (Includes Mental Health and Substance Abuse Services)	Unlimited	\$1,000,000
Physician Office Visits	100% after \$10 copayment per visit	80% after deductible
Preventive Care <i>Adult</i> Routine physical exams	100% after \$10 copayment per visit	Not Covered
Routine GYN exams including PAP Tests	100% after \$10 copayment per visit	80%; deductible and maximums do not apply
Mammograms as required	100%	80% after deductible
<i>Pediatric</i> Routine physical exams	100% after \$10 copayment per visit	Not Covered
Pediatric immunizations	100%	80%; deductible and maximums do not apply
Hospital Services (Inpatient and Outpatient)	100%	80% after deductible

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Mental Health Services Inpatient	100%	80% after deductible
Outpatient	100% after \$10 copayment 80% after deductible (Limit: 50 visits per calendar year)	
Substance Abuse Services Inpatient Benefits Detoxification Up to 7 days per admission; up to 4 admissions per lifetime Rehabilitation (Non-hospital) 30 days per year; 90 days per lifetime	100%	80% after deductible
Outpatient Benefits Up to 60 full session visits or equivalent partial visits per calendar year, 120 visits per lifetime; 30 visits may be exchanged on a two-for-one basis to secure up to 15 additional days per calendar year for inpatient non-hospital rehabilitation services beyond the 30-day limit. These are subject to lifetime limits.	100%	50% after deductible
Precertification Requirements	Performed by Network Providers	Performed by Member

For Group Numbers 43851-01 and -71:

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible Individual Family	None None	\$300 \$600
Coinsurance	100%	80% after deductible
Out-of-Pocket Limit	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum (Includes Mental Health and Substance Abuse Services)	Unlimited	\$1,000,000
Physician Office Visits	100%	80% after deductible
Preventive Care <i>Adult</i> Routine physical exams	100%	Not Covered
Routine GYN exams including PAP Tests	100%	80%; deductible and maximums do not apply
Mammograms as required	100%	80% after deductible
<i>Pediatric</i> Routine physical exams	100%	80% after deductible
Pediatric immunizations	100%	80%; deductible and maximums do not apply
Hospital Services (Inpatient and Outpatient)	100%	80% after deductible

For Group Numbers 43851-02 and -72:

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible Individual Family	None None	\$300 \$600
Coinsurance	100%	80% after deductible
Out-of-Pocket Limit	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum (Includes Mental Health and Substance Abuse Services)	Unlimited	\$1,000,000
Physician Office Visits	100% after \$10 copayment per visit	80% after deductible
Hearing Examinations	100% after \$10 copayment per visit (Limit: one examination per 24 month period)	70% after deductible
Preventive Care <i>Adult</i> Routine physical exams	100% after \$10 copayment per visit	Not Covered
Routine GYN exams including PAP Tests	100% after \$10 copayment per visit	80%; deductible and maximums do not apply
Mammograms as required	100%	80% after deductible
<i>Pediatric</i> Routine physical exams	100% after \$10 copayment per visit	Not Covered
Pediatric immunizations	100%	80%; deductible and maximums do not apply

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Mental Health Services Inpatient	100%	80% after deductible
Outpatient	100% after \$10 copayment 80% after deductible (Limit: 50 visits per calendar year)	
Substance Abuse Services Inpatient Benefits Detoxification Up to 7 days per admission; up to 4 admissions per lifetime Rehabilitation (Non-hospital) 30 days per year; 90 days per lifetime	100%	80% after deductible
Outpatient Benefits Up to 60 full session visits or equivalent partial visits per calendar year, 120 visits per lifetime; 30 visits may be exchanged on a two-for-one basis to secure up to 15 additional days per calendar year for inpatient non-hospital rehabilitation services beyond the 30-day limit. These are subject to lifetime limits.	100%	50% after deductible
Precertification Requirements	Performed by Network Providers	Performed by Member

Vision Care Program

**For Group Numbers: 42378-00, -70; 43318-03, -04, -05, -73, -74, -75;
43851-01, -02, -03, -71, -72, and -73**

Type of Expense	Plan Pays
Eye Examination and Refraction	\$25
Frames	\$40
Single Vision Lenses (pair)	\$25
Bifocal Vision Lenses (pair)	\$35
Trifocal Vision Lenses (pair)	\$50
Aphakic Vision Lenses (pair)	\$75
Hard Contact Lenses (pair)	\$100
Soft Lenses (pair)	\$100

Note: Payment for frames limited to one set in any 24-month period. Payments for eye exams/refraction and lenses/contact lenses are limited to once every 12 months for covered persons.

deductibles, mental health/substance abuse expenses, prescription drug expenses, or amounts in excess of the provider's reasonable charge. Your individual out-of-pocket limit applies to each covered person per calendar year. The family out-of-pocket limit refers to the amount you have paid out of your own pocket, excluding the deductible, for total covered services your family received during the calendar year.

Lifetime Maximum

The maximum benefit that the program will provide for any covered individual during his or her lifetime is specified in your Benefits Chart.

At the start of each benefit period, the amount paid for covered services in the preceding benefit period up to \$1,000 will be restored to the lifetime maximum of each person who used the benefits.

The amount paid for covered services under this program will be added to any amount paid for benefits under any other group health care expense plan between the Group and Blue Cross Blue Shield including, but not limited to Major Medical, Comprehensive Major Medical, Wraparound Major Medical, or Point-of-Service for the purpose of calculating the benefit period or lifetime maximum applicable to you and each of your dependents.

Newborn
2nd-4th day

by 1 month	5 years
2 months	6 years
4 months	8 years
6 months	10 years
9 months	11 years
12 months	12 years
15 months	13 years
18 months	14 years
24 months	15 years
3 years	16 years
4 years	17 years

- **Hemoglobin/Hematocrit**

A blood test which measures the size, shape, number, and content of red blood cells.

- Once between age 1 month through 9 months
- Menstruating adolescents should be screened

- **Tine Test**

The tuberculin skin prick test may be recommended for children if they have been exposed to individuals who have tuberculosis or have been near an individual with tuberculosis.

Based on high risk factors. 12 months-17 years, repeat if still in high risk situation.

The benefit frequencies specified in the preventive schedule are reviewed

annually and are current as of the date of publication of this booklet. You can contact your network physician or the Member Service Department at the number on your I.D. Card for the most current benefit schedule which will include any changes that may have been made since this booklet was printed.

Adult Preventive Services (Age 18 and Older)

- **Mammographic Screening**

Women are covered for one routine mammographic screening annually, beginning at age 40. Mammographic examinations for all females regardless of age when such services are physician recommended. Benefits for mammographic screening are payable only if performed by a mammography service provider who is properly certified.

- **Routine Gynecological Examination and Pap Test**

All females, regardless of age, are covered for one routine gynecological examination, including a pelvic and clinical breast examination, and one routine Papanicolaou smear (pap test) per calendar year. Benefits are not subject to program deductibles or maximums.

The program covers the following adult preventive services only when performed by an *in-network* provider, including routine physical examinations and routine diagnostic services, regardless of medical necessity.

- **Routine History and Physical Examination**

- A bed in a Special Care Unit which gives intensive care to the critically ill.

- **Other Services:**

- Operating, delivery and treatment rooms and equipment.
- Drugs and medicines provided to you while you are an inpatient in a hospital or other facility provider.
- Whole blood, administration of blood, blood processing and blood derivatives.
- Anesthesia, anesthesia supplies and services rendered in a hospital or other facility provider by an employee of the hospital or other facility provider. Administration of anesthesia ordered by the attending professional provider and rendered by a professional provider other than the surgeon or assistant at surgery.
- Medical and surgical dressings, supplies, casts and splints.
- Diagnostic services.
- Therapy services.

- **Emergency Accident Care**

Outpatient emergency hospital services and supplies to treat injuries caused by an accident.

- **Emergency Medical Care**

The initial treatment of a sudden onset of a medical condition with acute symptoms of sufficient severity to require immediate medical attention.

- **Surgery**

- Hospital services and supplies for outpatient surgery furnished by an employee of the hospital or other facility provider.
- Also covered is the orthodontic treatment of congenital cleft palates involving the maxillary arch, performed in conjunction with bone graft surgery to correct the bony deficits associated with extremely wide clefts affecting the alveolus.

- **Pre-Admission Testing**

Outpatient tests and studies required for your scheduled admission as an inpatient.

Surgical/Medical Services

The program covers the following services you receive from a professional provider or other professional provider. If you use an Out-of-Network Professional Provider and an inpatient hospital admission is required, you must contact Member Services prior to your admission.

- **Surgical Services**

- Payment includes visits before and after surgery.
- When more than one surgical procedure is performed through the same incision or body opening during

- **Consultation**

Consultation by another professional provider when requested by the attending professional provider. Staff consultations required by hospital rules are excluded.

- **Newborn Care**

Professional provider visits to examine the newborn infant while the mother is an inpatient.

Diagnostic Services

The program covers the following services when ordered by a professional provider:

- Diagnostic X-ray, consisting of radiology, magnetic resonance imaging (MRI), ultrasound and nuclear medicine.
- Diagnostic pathology, consisting of laboratory and pathology tests.
- Diagnostic medical procedures, consisting of electrocardiogram, electroencephalogram, and other electronic diagnostic medical procedures and physiological medical testing approved by Blue Cross Blue Shield.
- Allergy testing, consisting of percutaneous, intracutaneous, and patch tests.

Therapy Services

The program covers the following services you receive from a professional provider or other professional provider:

- Radiation therapy

- Chemotherapy
- Dialysis treatment
- Physical therapy
- Respiration therapy
- Occupational therapy
- Speech therapy
- Infusion therapy

Home Infusion Therapy Services

The program covers the following services you receive from a home infusion therapy provider in a home setting:

- pharmaceuticals
- pharmacy services
- intravenous solutions
- medical/surgical supplies
- nursing services associated with home infusion therapy

Maternity Services

Hospital services and surgical/medical services from a provider for:

- Normal pregnancy
- Complications of pregnancy
- Nursery care

Spinal Manipulations

Spinal manipulations for the detection and

No home health care benefits will be provided for:

- dietician services
- homemaker services
- maintenance therapy
- dialysis treatment
- custodial care
- food or home delivered meals

Dental Services for Accidental Injury

Dental services for accidental injury to the jaws, sound natural teeth, mouth or face that occurs on or after your effective date. Injury caused by chewing or biting will not be considered accidental injury.

Durable Medical Equipment

The rental (or, at the option of Blue Cross Blue Shield, the purchase, adjustment, repairs and replacement) of durable medical equipment for therapeutic use prescribed by a professional provider. Rental costs must not be more than purchase price.

Prosthetic Appliances

Purchase, fitting, needed adjustment, repairs, and replacements of prosthetic devices and supplies that:

- replace all or part of a missing body organ and its adjoining tissues;
- replace all or part of the function of a permanently useless or malfunctioning body organ.

Dental appliances and the replacement of cataract lenses are not covered.

Orthotic Devices

Purchase, fitting, necessary adjustment, repairs and replacement of a rigid or semi-rigid supportive device which restricts or eliminates motion of a weak or diseased body part.

Transplant Services

Human organ or tissue transplant services, including removal of an organ or tissue from a donor when the donor is not covered under this program or any other health care plan.

Diabetes Education

When the attending physician certifies that you require diabetes education as an ambulatory patient, benefits will be provided for the following services when rendered by an approved outpatient diabetes education program:

- Up to a maximum of four outpatient visits during a calendar year for initial assessment and education. These initial four visits will be provided once during your lifetime.
- Benefits for post-assessment of your competency after completion of the initial visits and review of areas in which competency was not achieved will be limited to two outpatient visits within the calendar year in which the initial visits were completed.
- Subsequent outpatient visits will be limited to two per calendar year for follow-up education and to refresh existing knowledge as well as to present

- **Premier Pharmacies**

You must purchase drugs from a Premier Pharmacy to be eligible for benefits under

Premier Pharmacy - A Premier Pharmacy has an arrangement with Highmark Blue Cross Blue Shield to provide prescription drugs to you at an agreed upon price. When you purchase covered drugs from any Premier Pharmacy, present your prescription and identification card to the pharmacist. (Prescriptions which the pharmacy receives by phone from your physician or dentist may also be covered.) You should request and retain a paid receipt for your copayment amount if you need it for income tax or any other purpose.

this program. *No benefits are available if drugs are purchased from a Non-Premier Pharmacy.*

Premier Pharmacies also include Mail Service suppliers designated by Highmark Blue Cross Blue Shield. Mail Service prescriptions or refills for covered drugs shall be dispensed for not less than a 30-day supply and not more than a 90-day supply.

Prescription Drug benefits are not subject to the overall program deductible, coinsurance, or maximum. Refer to the Benefits Chart for the copayment amounts applicable to your prescription drug benefits.

benefits or compensation are available, in whole or in part, under the provisions of workers' compensation, occupational disease or similar type legislation. This exclusion applies whether or not you claim the benefits or compensation

- To the extent benefits are provided to members of the armed forces or to patients in Veteran's Administration facilities for service-connected illness or injury unless you have a legal obligation to pay
- For treatment or services for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified or qualified plan of self-insurance, or any fund or program for the payment of extraordinary medical benefits established by law.
- Which are submitted by a certified registered nurse and another professional provider or other professional provider for the same services performed on the same date for the same patient
- Rendered by a provider who is a member of your immediate family
- Performed by a professional provider or other professional provider enrolled in an education or training program when such services are related to the education or training program
- For operations for cosmetic purposes done to improve the appearance of any portion of the body, and from which no improvement in physiological function can be expected. However, benefits are

payable to correct a condition resulting from an accident which occurs while you are covered by Blue Cross Blue Shield. You must be enrolled without interruption from the date of the accident to the date of the operation to be eligible for cosmetic surgery. Benefits are also payable to correct functional impairment which results from any covered disease, injury or congenital birth defect

- For telephone consultations, charges for failure to keep a scheduled visit, or charges for completion of a claim form
- For personal hygiene and convenience items such as, but not limited to, air conditioners, humidifiers, or physical fitness equipment, stair glides, elevators/lifts or "barrier free" home modifications, whether or not specifically recommended by a professional provider or other professional provider
- For inpatient admissions which are primarily for diagnostic studies
- For custodial care, domiciliary care or rest cures
- For respite care
- Performed on high cost technological equipment such as, but not limited to computed tomography scanners (CT scanners), lithotriptors, and magnetic resonance imaging (MRI) scanners, as defined by Blue Cross Blue Shield, which is not approved through the certificate of need process if applicable and/or is not approved by Blue Cross Blue Shield
- Directly related to the care, filling, removal or replacement of teeth, the

- For any other medical or dental service or treatment, except as provided herein.

In addition, under your Prescription Drug benefits, the following are also excluded:

- Prescription drugs dispensed for any illness or injury eligible or covered by any federal, state, or local government workers' compensation act or occupational disability law.
- Prescription drugs to which you are entitled, with or without charge, under a plan or program of any government or governmental body.
- Treatment or services for injuries resulting from the maintenance or use of a motor vehicle if such treatment or services are paid or payable under any applicable motor vehicle insurance policy or program, including a certified or qualified plan of self-insurance, or any catastrophic loss fund established by law.
- Any charges for therapeutic devices or appliances except as provided herein.
- Any prescription for more than a 34-day supply of drugs or more than 100 unit doses, whichever is greater.
- Any charge for *administration* of drugs or insulin.
- Any drug or medication except as provided herein.
- Any amounts you are required to pay directly to the Premier Pharmacy for each prescription or refill.
- Charges for a prescription drug when such drug or medication is used for unlabeled or unapproved indications where such use has not been approved by the FDA.
- With regard to Mail Service, any drug which requires refrigeration, except insulin.
- Any charge for a contraceptive medication, even if such medication is a prescription drug.

expected settlements or other non-claims transactions with your health care provider or with a specified group of providers. The negotiated price may also be a discount from billed charges that reflects **average** expected savings. The Blue Cross and/or Blue Shield Plans may adjust their future estimated or average prices if the estimated or average prices used in the past were either too high or too low.

In addition, laws in a small number of states require Blue Cross and/or Blue Shield Plans to use a basis for calculating your payment for covered services that does not reflect the entire savings realized or expected to be realized on a particular claim. When you receive covered health care services in those states, your required payment for these services will be calculated using their statutory methods.

If you are an inpatient on the day your coverage terminates, inpatient benefits will be continued as follows:

- Until the maximum amount of benefits has been paid; or
- Until the inpatient stay ends; or

- Until you become covered under another group program; whichever occurs first.

Your benefits will not be continued if your coverage is terminated because you failed to pay any required premium.

General Description

Who is eligible to render services under the Pennvision Program?

A professional provider, who is a licensed doctor of medicine or osteopathy, including a specialist in ophthalmology (ophthalmologist), or a licensed doctor of optometry (optometrist), is eligible to provide eye examination, refractive and post-refractive services.

An optician, who is a person who makes, fits, supplies and adjusts eyeglasses in accordance with a prescription written by a provider to correct a patient's vision deficiencies, is eligible to provide post-refractive services.

Payment for Eye Examination and Refractive and Post-Refractive Services

Payment for covered eye examination and refractive and post-refractive services consisting of lenses and frames and associated services is made on the basis of the allowance as specified in the Benefits Chart or the amount charged, whichever is less.

The Blue Cross Blue Shield payment is made to the participating professional provider who performs the services or to the subscriber when the services are performed by a non-participating provider or an optician. Any difference between the charge and the Blue Cross Blue Shield allowance these services will be the responsibility of the subscriber.

Eye Examination and Refractive Services

Eye examination and refractive services include, but are not limited to, the following:

- Case History
- Visual acuity, near and far
- External examination, including biomicroscopy or other magnified evaluation of the anterior chamber
- Objective, subjective and ophthalmoscopic examinations
- Binocular measure
- Summary, findings, and recommendations

Post-Refractive Services

Post-refractive services consist of:

- Ordering lenses and frames
- Cost of the materials
- Verification of the completed prescription
- Adjustment of the completed glasses
- Subsequent servicing (refitting, realigning, readjusting, tightening) for a period not to exceed 90 days.

Limitations

Payment for covered services will be limited in the following manner:

1. Payment for an eye examination and refraction is limited to once every 12 months for subscribers.
2. Payment for lenses or contact lenses is limited to once every 12 months for subscribers. Eligibility will be determined from the date of the last previous refraction.
3. Regardless of the age of the subscriber,

- prescription;
4. replacement of lost, stolen, broken or damaged lenses, contact lenses or frames unless the frequency limitations are met;
 5. sunglasses, whether or not requiring a prescription (tinted glasses with a tint other than Number 1 or Number 2 are considered to be sunglasses for the purpose of this exclusion), industrial safety glasses and safety goggles;
 6. medical or surgical treatment of the eye;
 7. diagnostic services, such as diagnostic X-rays, cardiographic, encephalographic examinations and pathological or laboratory tests;
 8. drugs or any other medications;
 9. eye examinations or materials necessitated by employment or furnished as a condition of employment;
 10. telephone consultations, charges for failure to keep a scheduled appointment, or charges for completion of a claim form;
 11. duplicate and temporary devices, appliances, and services;
 12. treatment or services for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insured plan, or payable in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Law;
 13. any other service or treatment except as provided in this booklet.
- THE PENNVISION III PROGRAM IS NOT AVAILABLE ON A DIRECT BILLING BASIS.

X. SUBROGATION

Subrogation means that if you incur health care expenses for injuries due to an accident caused by another person or organization, the person or organization causing the accident is responsible for paying these expenses.

For example, if you or one of your dependents receives Blue Cross Blue Shield benefits for injuries caused by another person or organization, Blue Cross Blue Shield has the right, through subrogation, to seek repayment from the other person or his/her insurance company for benefits already paid.

Blue Cross Blue Shield plans will provide eligible benefits when needed, but you may be asked to show documents or take other necessary actions to support Blue Cross Blue Shield plans in its subrogation efforts.

Subrogation does not apply to an individual insurance policy you may have purchased for yourself or your dependents or where subrogation is specifically prohibited by law.

PLEASE NOTE: While this booklet describes the principal features of this Blue Cross Blue Shield Plan, it is not to be considered the contract of benefits and provisions. The complete set of terms of coverage are set forth in the Group Agreement issued by Highmark Blue Cross Blue Shield, An Independent Licensee of the Blue Cross and Blue Shield Association.

You are hereby notified:

Your health care benefit program is between the Group, on behalf of itself and its employees, Highmark Blue Cross Blue Shield. Highmark Blue Cross Blue Shield is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("the Association"), which is a national association of independent Blue Cross and Blue Shield Plans throughout the United

States. Although all of these independent Blue Cross and Blue Shield Plans operate from a license with the Association, each of them is a separate and distinct corporation. The Association allows Highmark Blue Cross Blue Shield to use the familiar Blue Cross and Blue Shield words and symbols. Highmark Blue Cross Blue Shield shall be liable to the Group, on behalf of itself and its employees for any of Blue Cross Blue Shield obligations under your health care benefit program.

Laws Affecting Program Benefits

Employees in certain states may be subject to state and federal laws which impact health insurance coverage. The benefits of this Program will be modified to reflect the provision of such laws.

EXHIBIT O



Legal Department

May 15, 2008

Via Fax (310) 556-5959

Janet Hensch
Stroock, Stroock & Lavan, LLP
2029 Century Park East, Suite 1600
Los Angeles, CA 90067

Re: Noemia Carvalho v Credit Counseling, Case No. M80093

Dear Ms. Hensch:

After searching various areas of Blue Cross of California and Wellpoint, the parent company, we believe that the 2001 claim you are seeking information regarding is through coverage not with our particular Blue Cross. This is why we are unable to locate any claim information with regard to the Bayside charges or her coverage in 2001 with Blue Cross of California. Judging by the first identification card you provided she had coverage with us at one time, however not in 2001. There are many licensees of the Blue Cross/Blue Shield Association. It appears from the identification card you recently faxed to us that in 2001 Ms. Carvalho was covered through Highmark Blue Cross Blue Shield of Pennsylvania. They are not a part of Wellpoint Health as they are an independent licensee, however the address we found for them is Highmark BC & BS, 120 Fifth Avenue Place, Pittsburgh, PA 15222. The phone number for their main office is (412) 544-7000.

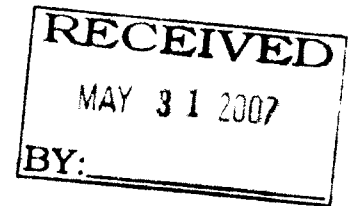
I apologize for the delay in getting this information to you, but it took a bit of research to discover. Unfortunately, we are unable to provide any additional information regarding Ms. Carvalho's coverage in 2001.

Sincerely,

Sharon Lanergan
Senior Records Clerk
(818) 234-2029

EXHIBIT P

*Law Offices of Ron Bochner
3333 Bowers Avenue, Suite 130
Santa Clara, California 95054
408-200-9890*



VIA FACSIMILE (310-556-5959) AND U.S. MAIL

May 29, 2007

Brian Frontino, Esq.
Strook
2029 Century Park East, Suite 1600
Los Angeles, CA 90067

Re: Carvalho v. Trans Union

Dear Mr. Frontino:

In regard to your letter of May 15, 2007, you reference form interrogatory response 9.2 and complain that there are no documents reflecting those damages. First, the complaint does not currently allege damages as set forth in CC 1785.31(a), but only willful violation punitive damages and injunctive relief under CC 1785.31(b) and (c). You have stated an unwillingness to allow us to amend the complaint. So the interrogatories are not reasonably calculated to lead to the discovery admissible evidence. Hence, demand 22 is also not calculated and no good cause currently exists to require production. Second, and pertinent to your other concerns, is that Ms. Carvalho has produced all documents in her reasonable possession, custody or control and while she is actively attempting to locate documents and will produce them if and when he can, she would have no issue with you using a subpoena to obtain the documents you seek.

In regards to 11.1, personal injury, you ignore the fact that the objection not calculated to lead to the discovery of admissible evidence is also made. This interrogatory has nothing to do with this case and you have not stated any other reason to make me think it does. Please be more careful when writing me meet and confer letters to assure their completeness. Otherwise, I must assume you meet and confer in bad faith.

In regards to special interrogatory 2 and demands 2 and 25, again, Ms. Carvalho produced such documents as she has. I suggest you review the production again, particularly at 3-7, 12. Again, she is actively attempting to locate documents and will supplement and produce if and when the documents become available/has no problem with you issuing a subpoena.

In regards to interrogatories 16, 17, 20 and 21 and the class allegations, when you propounded these interrogatories, plaintiff was not exactly sure of the response and, at the same time, had propounded discovery to your client on these very subjects. You have so far failed to produce documents that would so indicate the answers and so, at present, information and belief is the

Letter to Frontino
May 29, 2007
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only basis that can be provided. However, you well know that Trans Union has no means of transmitting documents consumer disputants provide in support of disputes, despite asking disputants for them, and having a statutory duty to transmit them to furnishers of information, through its electronic dispute process. It also appears that Trans Union either does not respond to requests for details on how the reinvestigation was performed, or responds in a manner that comes nowhere near compliance with the statute. These are shown by the documents produced in response to your demand.

In specific regards to 17, regarding adequacy of representation, there is simply no showing of any antagonism with other members of the class and that is the sole criterion. *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F2d 1173, 1177; *Daar v. Yellow Cab* (1967) 67 Cal.2d 695. If you really want an amended response on this, we can get it to you. But it is harassing and does not serve to get to the heart of this matter.

In regards 18, these are matters that can only be determined by your records. We are in the processing of doing this, as you know. If we need to look through every file of every California consumer making a dispute in the last four years, we will do so. Let us know if that is necessary.

In regards 22, see response above.

In regards to 23 and 24, conversation is ambiguous and requires subjective interpretation, viz., was information exchanged? Perhaps you should have used the word "contacts" or "communications". In any case, you have entirely ignored the other part of the response that includes an objection of asked and answered and references the form interrogatories responses and the document production. Please be more careful when writing me meet and confer letters to assure their completeness. Otherwise, I must assume you meet and confer in bad faith.

In regards to 25 and 26, plaintiff will attempt to provide a further response to this, although she would like a stipulation that you will allow her to amend her complaint first. Otherwise, the interrogatories are not calculated to lead to the discovery of admissible evidence. Let me know what you want to do.

In regards to demand 29, see response above.

In regards to demand 36, you misstate the demand. It did not seek all documents used in preparing responses to special interrogatories. It sought documents identified in the special interrogatories responses. As to these, we have produced those in the reasonable possession, custody or control of Ms. Carvalho. We continue to seek these documents, and will supplement our response if and when we locate them. Please be more careful when writing me meet and confer letters to assure their accuracy. Otherwise, I must assume that you meet and confer in bad

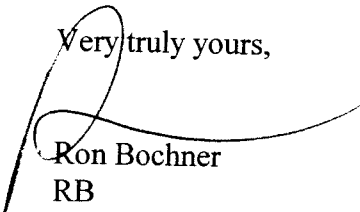
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faith.

Please also take this as our request that Trans Union maintain any and all documents regarding the issues in dispute until such time as this matter is fully resolved.

If you have any question, do not hesitate to call.

Very truly yours,



Ron Bochner
RB